

CCC/CMM:AT
F. #2022R00047

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
- - - - - X

TO BE FILED UNDER SEAL

UNITED STATES OF AMERICA

AFFIDAVIT IN SUPPORT OF
THE GOVERNMENT’S MOTION
TO REVOKE BAIL

- against -

23-CR-00293(JMA)

ADAM KAPLAN,

Defendant.

- - - - - X

EASTERN DISTRICT OF NEW YORK, SS:

JOHN M. IANNUZZI, being duly sworn, deposes and says that he is a Special Agent with the Federal Bureau of Investigation (“FBI”), duly appointed according to law and acting as such.

For the reasons set forth below, there is (1) probable cause that, on or about and between July 2023 and August 2024, within the Eastern District of New York and elsewhere, the defendant ADAM KAPLAN committed a Federal, State, or local crime while on release and (2) clear and convincing evidence that on or about and between July 2023 and August 2024, within the Eastern District of New York and elsewhere, the defendant ADAM KAPLAN did knowingly violate the conditions of his release pending trial in the case United States v. Adam Kaplan and Daniel Kaplan, 23-CR-00293(JMA), in that ADAM KAPLAN, among other things, attempted to bribe government officials, attempted to threaten witnesses, continued to contact victims and

witnesses, and engaged in a new scheme to defraud, all of which was in violation of this Court's order.

(Title 18, United States Code, Section 3148(b)(1))

The source of your deponent's information and the grounds for his belief are as follows:¹

A. INTRODUCTION

1. I have been a Special Agent with the FBI for 23 years. I have been assigned the investigation of the defendants in the above-captioned matter. The allegations set forth below are based on my interviews of witnesses, review of documentary evidence, and from witness interviews and evidence provided to me by other special agents of the FBI, and other law enforcement agencies in the United States.

2. On July 18, 2023, a federal grand jury in the Eastern District of New York returned an indictment charging the defendants ADAM KAPLAN and DANIEL KAPLAN with: (1) conspiracy to commit wire fraud, in violation of Title 18, United States Code, Section 1349; (2) ten counts of wire fraud, in violation of Title 18, United States Code, Section 1343; (3) investment advisor fraud, in violation of Title 15, United States Code, Sections 80b-6, 80b-14 and 80b-17; and (4) four counts of money laundering, in violation of Title 18, United States Code, Section 1957(a).

3. On July 25, 2023, the defendants were arrested and arraigned on the indictment. And that same day, the Court released the defendants on identical \$2.5 million bonds

¹ Because the purpose of this Affidavit is to state only sufficient facts to support the motion for the issuance of an arrest warrant pursuant to 18 U.S.C. § 3148(b), I have not set forth herein all the relevant facts and circumstances of which I am aware.

signed by the defendants and two other signees (ADAM KAPLAN's bond is attached hereto as Exhibit 1 and referred hereinafter as the "Bond"). The Bond is secured by the specific property identified in the Bond. (Id.) Among other conditions, the Court imposed the following conditions as to pretrial release of the defendants: (1) the defendants not violate any federal, state or local law while on release; (2) the defendant not have any contact with any victims or witnesses; and (3) the defendants refrain from employment pertaining to investment advisement. (Id.)

B. ADAM KAPLAN'S PRE-INDICTMENT CRIMES (OTHER THAN THOSE ALLEGED IN THE INDICTMENT) AND OBSTRUCTIVE CONDUCT²

4. Based on my knowledge of and participation in this investigation, I know that ADAM KAPLAN and DANIEL KAPLAN (the "KAPLANS") were aware of FBI and grand jury investigations of the KAPLANS as far back as at least 2022. In fact, a former attorney representing the KAPLANS made a presentation to the U.S. Attorney's Office for the Eastern District of New York ("USAO-EDNY") in or about August 2022, and that law firm produced documents on behalf of the KAPLANS later that month.³ The KAPLANS also were aware of an investigation, and ultimately of charges filed by the Securities and Exchange Commission ("SEC"). Those charges were filed on or about March 3, 2023. I also know that the KAPLANS were the subject of civil litigation from several victims, including in or about January 2023 and March 2023. At least one of those lawsuits was filed in Nassau County, New York.

² The information in this section was not obtained until after indictment.

³ That attorney also called me to discuss the FBI investigation around the same period.

5. As part of this investigation, I, along with other law enforcement officers, have interviewed a coconspirator of ADAM KAPLAN (“CC-1”) on several occasions.⁴ Law enforcement officers extracted text-based messages between CC-1 and ADAM KAPLAN from CC-1’s cellular device that corroborate what CC-1 informed me. CC-1 also provided audio recordings between CC-1 and ADAM KAPLAN that corroborate what CC-1 informed me. Based on those conversations, and the materials provided to law enforcement by CC-1, there is probable cause to believe that ADAM KAPLAN attempted to obstruct justice and intimidate witnesses before the indictment in this case and continued that conduct after indictment.

6. For example, prior to April 19, 2023, while the KAPLANS were aware of the FBI and EDNY grand jury investigations, according to CC-1, CC-1 provided ADAM KAPLAN and DANIEL KAPLAN “burner” phones for the purpose of avoiding detection by law enforcement. According to subpoenaed records, rather than being subscribed to by the KAPLANS, the phones were in the name of CC-1. The first text from CC-1 to ADAM KAPLAN, who was using the burner phone ending in number 3046 (the “3046 Burner Phone”), was “I wanna be your first text!!!” That was sent on April 19, 2023.

⁴ CC-1 was convicted of a felony for wire fraud in 1993, a felony for “passing a bad check” in 1994, for bank fraud in 2004, and for grand larceny in 2009. CC-1 also has multiple violations of his probation and parole. Although CC-1 has not signed any cooperation agreement with the government, CC-1 provided CC-1’s cellular device to the government and voluntarily agreed to be interviewed by the government in the hopes of receiving leniency. As discussed below, CC-1 admitted to committing several crimes with ADAM KAPLAN in CC-1’s interviews with law enforcement. CC-1 has proved credible and reliable, as he has been corroborated by evidence including audio recordings, documentary evidence, text messages, and information provided by other witnesses.

a. THE FICTITIOUS EMAIL (APRIL 2023 – PRE-INDICTMENT)

7. As explained in the indictment, a financial services firm, an entity the identity of which is known to me (the “Financial Services Firm”), was an SEC-registered investment firm that, among other things, employed financial advisers to manage the investments of its clients.

8. The KAPLANS were associated as investment adviser representatives with the Financial Services Firm from in or about and between May 2018 and July 2021. Generally, the KAPLANS each made investment-related recommendations to their clients; had discretion, including trading authority, over their clients’ accounts; ordered trades; and managed their clients’ investment portfolios. After leaving the Financial Services Firm, the KAPLANS continued to act as investment advisers to their clients.

9. Based on my knowledge of the investigation, I know that the KAPLANS were fired from the Financial Services Firm after some of their alleged frauds were uncovered. Victim-1, whose identity is known to me, was one of many victims that complained to the Financial Services Firm before the KAPLANS were fired. Victim-1’s complaint, among many other things, was that ADAM KAPLAN promised Victim-1 that he would charge Victim-1 advisory fees of 1% for his services, but that, instead, ADAM KAPLAN falsely submitted to the Financial Services Firm an investment advisory agreement with a higher fee percentage.

10. According to CC-1, in or around April 2023, while aware of the grand jury and FBI investigations, ADAM KAPLAN first instructed CC-1 to break into Victim-1’s email and send a fake email to ADAM KAPLAN for the purposes of creating fake evidence to exonerate ADAM KAPLAN. When CC-1 was unable to gain access to Victim-1’s email account, ADAM KAPLAN instructed CC-1 to create a fake account that was nearly identical to Victim-1’s

authentic email address (i.e., the fake account name was changed by one number (255 instead of 252)). He then directed CC-1 to send an email from that fictitious email address to ADAM KAPLAN so that ADAM KAPLAN could use that fake email as evidence of his innocence and to impeach Victim-1's credibility.

11. CC-1 is corroborated by text messages between CC-1 and ADAM KAPLAN. On April 20, 2023, almost immediately after ADAM KAPLAN began using the 3046 Burner Phone, CC-1 sent ADAM KAPLAN an image. The image was of the email referenced in the preceding paragraph purporting to be from Victim-1, but was actually sent from CC-1 at ADAM KAPLAN's direction.

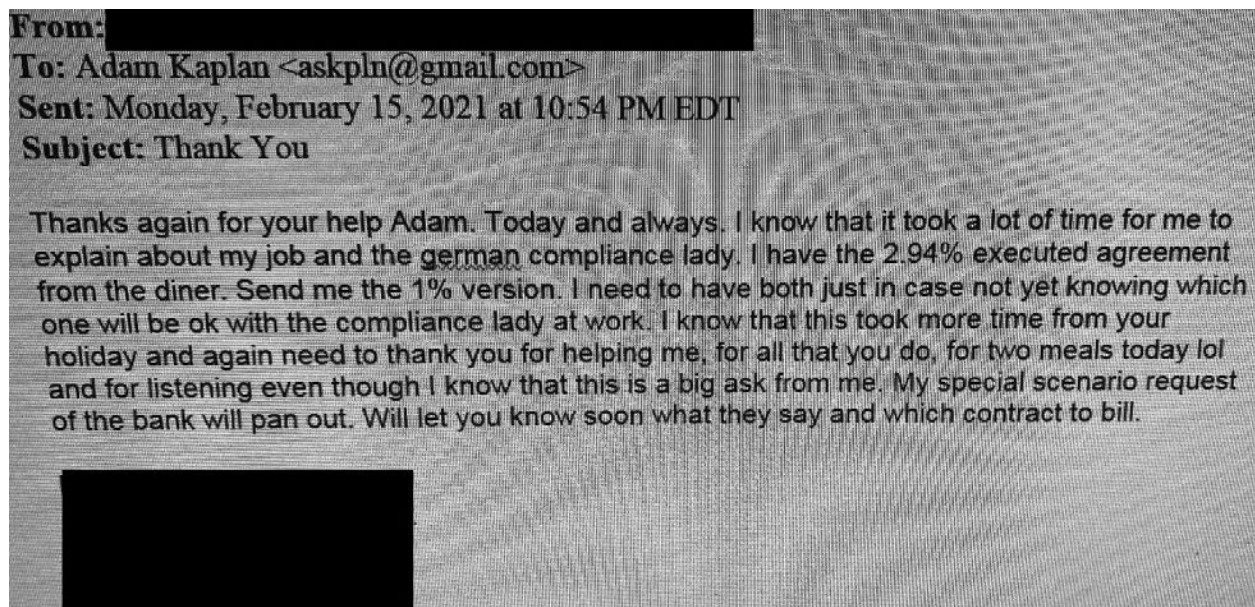


Figure-1

12. In this fictitious email written by CC-1 at ADAM KAPLAN's direction, and sent by CC-1 to ADAM KAPLAN, ADAM KAPLAN concocted a false explanation for why Victim-1 requested from ADAM KAPLAN two separate investment advisory agreements – one for 1%, and one for a higher percentage.

13. On May 25, 2023, ADAM KAPLAN sent images from the 3046 Burner Phone by text message to CC-1, showing the fictitious email (purportedly from Victim-1) that CC-1 created for ADAM KAPLAN. That appears below (with Victim-1's name and the fictitious email redacted) in Figure-2.



Figure-2

b. THE FLOWER-SELLING PONZI-SCHEME (PRE-INDICTMENT)

14. In addition to the fraudulent conduct alleged in the indictment, ADAM KAPLAN and CC-1 engaged in a months'-long conspiracy, both pre- and post-indictment, to defraud victims into purchasing shares of a flower-selling investment. According to victims and CC-1, ADAM KAPLAN and CC-1 told purported investors that CC-1 was in the business of selling flowers. Based on representations from ADAM KAPLAN and CC-1 that investor funds would be used as part of flower-selling investments (the victims' money would be used to purchase flowers, which would then be resold), victims then provided hundreds of thousands of dollars to ADAM KAPLAN and CC-1, and then ADAM KAPLAN and CC-1 used those funds for their own purposes, including to pay back individuals that complained that they had not yet been repaid by ADAM KAPLAN (either in the flower-selling scheme or otherwise). According to CC-1, in furtherance of the scheme, ADAM KAPLAN instructed CC-1 to send ADAM KAPLAN texts and emails that CC-1 was ordering flowers so that ADAM KAPLAN could forward those messages to victims.

15. For example, on May 9, 2023, CC-1 texted ADAM KAPLAN "175 boxes[.] Signed, sealed and delivered!!!" According to CC-1, both CC-1 and ADAM KAPLAN knew that CC-1 had never purchased, sold, or delivered any flowers. On May 15, 2023, CC-1 texted ADAM KAPLAN, "I just spoke to Jorge one of our wholesalers and he was sold out of our roses by Saturday[.]" According to CC-1, both ADAM KAPLAN and CC-1 knew that CC-1 had never ordered any flowers.⁵

⁵ There are many instances of texts such as these. For example, on June 14, 2023, CC-1 wrote: "I just put the order in with Jorge. We are ready to rock n roll. I can't believe we are doing this much business. Impressive."

16. ADAM KAPLAN routinely texted CC-1 when victims were about to wire funds to invest in the flower-selling business. According to CC-1, ADAM KAPLAN knew that the victims' funds were not being used to purchase any flowers, and no flowers were ever purchased. For example, on May 30, 2023, ADAM KAPLAN texted CC-1, "Wire coming to you from Chase ([Flower Victim-1]) for 15K or 18K." According to CC-1, ADAM KAPLAN knew that those funds were going to be used to repay other individuals that ADAM KAPLAN and CC-1 owed money to and not to purchase flowers. According to CC-1, ADAM KAPLAN also knew that CC-1 never purchased flowers in bulk for resale, nor did he resell any flowers because they never purchased any flowers.

17. On June 6, 2023, ADAM KAPLAN texted CC-1 about the large amount of funds that they had "raised" from the victims. ADAM KAPLAN wrote CC-1, "Let me know a number that we can plug in for 48wk X when you can. I raised a fortune so please include a fair figure there." According to CC-1, ADAM KAPLAN was asking for what percentage of the money would be sent to ADAM KAPLAN. According to a text from ADAM KAPLAN, at that point, ADAM KAPLAN and CC-1 had raised \$321,000. According to CC-1, CC-1 never purchased nor sold any flowers. Despite that, CC-1 wrote, "We have made alot of people alot of money!!" And ADAM KAPLAN responded, "Yes we/you have!" ADAM KAPLAN later wrote, for each victim, what was "due me [ADAM KAPLAN]".

18. On June 8, 2023, ADAM KAPLAN texted CC-1 that Flower Victim-1 and Flower Victim-2 would collectively be sending \$83,000 to CC-1.⁶ ADAM KAPLAN texted, "We

⁶ Based on my knowledge of the investigation, "Flower Victim-1" and "Flower Victim-2" were not victims of the indicted conduct. "Victim-1" through "Victim-16" are victims of the KAPLANS' conduct that was charged in the indictment.

hit a home run.” CC-1 responded, “Excellent. Takes off a bunch of pressure and will make every one a bunch of mula.” CC-1 informed me that taking “off a bunch of pressure” meant that prior victims were asking for the return of their money, and that CC-1 would be using new money from Flower Victim-1 and Flower Victim-2 to pay back those other victims. CC-1 informed me that ADAM KAPLAN understood this. ADAM KAPLAN responded, “Truly wonderful”.

19. Despite that the funds were not used to purchase flowers, ADAM KAPLAN instructed CC-1 to send messages that the money would be sent to “Jorge”. For example, after Flower Victim-1 and Flower Victim-2 sent approximately \$83,000 to CC-1, CC-1 texted ADAM KAPLAN, “I already sent the money to Jorge[.] Order number one and order number two are filled”. According to CC-1, no money was sent to a “Jorge,” and no orders were filled, because none were placed.

20. On June 13, 2023, ADAM KAPLAN wrote that Flower Victim-1 and Flower Victim-2 “want to put in more \$.” That same day, ADAM KAPLAN wrote “[t]hey’ll furnish you with 72 just please furnish me with that 4 later this week so I can get those two people out of my hair.” According to CC-1, “They’ll” referred to Flower Victim-1 and Flower Victim-2. According to CC-1, CC-1 would receive \$72,000 from those victims, and ADAM KAPLAN directed CC-1 to send ADAM KAPLAN \$4,000 so that ADAM KAPLAN could pay back other victims who were complaining about being owed money. According to CC-1, these were Ponzi payments from ADAM KAPLAN to those victims.

21. On June 14, 2023, ADAM KAPLAN sent screenshots of wires that CC-1 had received from Flower Victim-1 and Flower Victim-2 totaling \$83,000. ADAM KAPLAN informed CC-1 that together, at that point, Flower Victim-1 and Flower Victim-2 sent \$126,000 to CC-1, and that they would be sending an additional \$82,000.

22. ADAM KAPLAN then asked CC-1 to confirm that certain amounts had been sent and that Flower Victim-1 and Flower Victim-2 should send certain additional funds. He also told CC-1 to “[g]et rid of the one remaining Bukharian Inna - I can’t stand them anymore and they don’t deserve your kindness.” According to CC-1, ADAM KAPLAN was telling CC-1 to use part of the funds to pay off another individual (referred to as the “Bukharian Inna”) that ADAM KAPLAN owed money to. CC-1 responded, in part, “That replaces the 150 plus 40 plus 10 from old school Russia!! Nice.” According to CC-1, CC-1 was referring to replacing money that he needed to pay back to prior victims. According to CC-1, these again were Ponzi payments.

c. ATTEMPTS TO TAMPER WITH, THREATEN AND PAY OFF WITNESSES (PRE-INDICTMENT)

23. According to CC-1, ADAM KAPLAN paid him to intimidate witnesses and victims. According to CC-1, however, CC-1 took ADAM KAPLAN’s money, but did not intimidate any witnesses – he simply defrauded ADAM KAPLAN. CC-1 lied to ADAM KAPLAN and told ADAM KAPLAN that he had connections (for example, to mob-related individuals) who, for a fee, would be willing to intimidate witnesses and victims. CC-1, in fact, did not in fact have those connections, and so CC-1 took payments from ADAM KAPLAN and did not engage in the conduct that he told ADAM KAPLAN he was engaging in. Regardless, according to CC-1, ADAM KAPLAN believed that CC-1 was threatening and hurting potential victims and witnesses in the grand jury and FBI investigations, as set forth in detail below.

24. According to CC-1, ADAM KAPLAN and CC-1 had a code word – “Kaboom” – that was used to mean, in sum and substance, scaring and intimidating witnesses and victims. For example, ADAM KAPLAN informed CC-1 that CC-1 should “kaboom” an individual that was accusing ADAM KAPLAN of fraud in Florida (the “Florida Victim”). On

May 17, 2023, ADAM KAPLAN provided CC-1 with the name of the Florida Victim and the Florida Victim's home and work addresses. CC-1 responded, "I think I have a solution. I will tell you in person." ADAM KAPLAN responded, "He needs to fear." On May 18, 2023, ADAM KAPLAN followed up, stating, "Kaboom is set for tomorrow? For [Florida Victim] too? He must be visited in pg⁷ style. To simply be told to shut up." CC-1 informed ADAM KAPLAN that "Both pg and kaboom are scheduled." And ADAM KAPLAN responded, "Thank you for scheduling both PG & Kaboom".

25. According to CC-1, ADAM KAPLAN understood that the civil litigation by victims against him in Nassau County could influence the FBI and grand jury investigations, and therefore ADAM KAPLAN repeatedly told CC-1 to intimidate the victims in the Nassau County civil litigations. For example, on May 18, 2023, ADAM KAPLAN asked CC-1, "What's the status of Nassau County?" CC-1, among other things, replied, "I feel we can make both go away in short order[.] **One more threat should do it.**" (emphasis added). Later, CC-1 texted, "There's a new date on the case in Nassau. Status 05/25-second 05/30. I will do my best to blow up [Victim-1]/[Victim-2] by next Thursday. The more they are opposites the better it is."

26. Later that same day, May 18, 2023,⁸ ADAM KAPLAN again texted CC-1, "For Kaboom Tomorrow." And followed up with the Florida Victim's cellphone number. ADAM KAPLAN also texted the name and number of Victim-3. CC-1 responded, "Yes sir plus I'm calling with AI [artificial intelligence]".

⁷ According to CC-1, "PG" meant "Parental Guidance," which indicated that there would be no physical harm, just threats, such as through text messages.

⁸ The exact time the text messages from the extraction of CC-1's cellular device is being reviewed by law enforcement and is approximate (likely within four hours).

27. And in that same exchange on May 18, 2023, ADAM KAPLAN wrote, “Make it happen captain[.] Eric⁹ wants at least 1 of the 7 plaintiffs to withdraw as a plaintiff before 5/25”. CC-1 responded, “Ok[.] We will work on it.” And ADAM KAPLAN responded, “Yes. **With one peeing blood / missing teeth and another visited / scared – should be easy[.]**” (emphasis added).

28. According to CC-1, ADAM KAPLAN meant for CC-1 to intimidate, threaten, and injure the victims in the Nassau County litigation – who were also victims of ADAM KAPLAN’s fraudulent scheme that ADAM KAPLAN knew was being investigated by FBI and the grand jury – so that the victims would drop their civil litigation.

29. Again, that same day, CC-1 and ADAM KAPLAN then engaged in the following exchange:

CC-1:	Done done and done. This weekend they are both being visited. Big weekend all the way around.
AK:	xoxoxo
CC-1:	[heart emoji]
AK:	[heart]

30. And shortly thereafter, ADAM KAPLAN again stated that, “[Florida Victim] should be visited tomorrow on Friday at 7pm at the [location] to be told ‘no more questions’”. After conversing about another subject, ADAM KAPLAN wrote, “And ok re 7pm tmrw?” After an exchange about CC-1 borrowing money, CC-1 answered ADAM KAPLAN’s question – “I don’t feel good about it but I will have it done. I don’t know if it’s exactly 7. I told him Friday.” ADAM KAPLAN answered, “It must be done. Trust me. 5/6/7pm is time window.

⁹ CC-1 informed the government that “Eric” referred to one of ADAM KAPLAN’s attorneys.

7pm ideal.” CC-1 answered, “**He better be alone because if someone in house calls 911 we are fucked.** Florida isn’t New York and these aren’t my guys.” (emphasis added). ADAM KAPLAN replied, “Understood. Nothing wrong with verbally delivering a message. A messenger with a verbal telegram.”

31. Despite ADAM KAPLAN’s message that there is “[n]othing wrong with verbally delivering a message[,]” CC-1 has informed me that he was instructed by ADAM KAPLAN to use force to intimidate the Florida Victim. CC-1 informed me that he (CC-1) tricked ADAM KAPLAN into believing that CC-1 had associates that could intimidate and injure victims and witnesses, and ADAM KAPLAN paid CC-1 to do just that. In fact, later in the exchange, ADAM KAPLAN wrote, “I know this guy very well. Fear must be instilled. He has to think that there are powerful people who want him to shut up.” CC-1 replied, “He will know.”

32. Later in the conversation, ADAM KAPLAN instructed CC-1 that “Dead roses dropped off at the front door with a card ‘no more questions’ is actually perfect.” CC-1 and ADAM KAPLAN decided that “black roses” would work best. CC-1 informed me that black roses were a symbolic threat.

33. On May 19, CC-1 informed ADAM KAPLAN that CC-1 was working towards threatening victims and witnesses: “Spoke to kaboom. [Victim-3 and a relative of Victim-3, Victim-4] are in play. Florida I will have to do thru robot. He’s going to try again this weekend but his normal approach did not work. He is confident of success. He and I are talking again Sunday.”¹⁰ And “I got a call from Vitas and [Victim-6] is going well. There have been no

¹⁰ According to CC-1, CC-1 told ADAM KAPLAN that “Kaboom” and “Robot” were enforcers that CC-1 used, hence the code word, “Kaboom”.

negative updates and she is less upset daily.” ADAM KAPLAN replied, in part, “Good that 3/4 are in play. We need to make ground there this weekend before the lawyers fly on Monday. ... The 4th in FL let’s hit hard. He’s literally making my dad sick. It’s bad. ... I also want to see the 🧨... can kaboom send one here to this #?”

34. According to CC-1, the “3/4” are the three victims and witnesses that CC-1 was supposed to threaten on behalf of ADAM KAPLAN, and according to CC-1, the “🧨” was ADAM KAPLAN asking to see the image that CC-1 was planning to send to Florida Victim to threaten Florida Victim. CC-1 responded, “According to Vitas. She is completely chilled. Have a great night. I’m watching top gun maverick”¹¹ On May 20, 2023, CC-1 informed ADAM KAPLAN, “I’m going to take care of florida personally this week. Promise.”

35. On May 20, 2023, ADAM KAPLAN wrote CC-1, “Re Kaboom - I think to fry [Victim-3’s] entire phone should be done. I want all texts gone and to spook the person who was rude to [the Rabbi].” According to CC-1, an individual made a phone call to [the Rabbi] on behalf of Victim-3, and ADAM KAPLAN was asking to “fry” Victim-3’s phone as a warning and to delete evidence. CC-1 responded, in part, “Fone fry on Sunday!!”

36. On May 21, 2023, CC-1 sent ADAM KAPLAN an image of what CC-1 told ADAM KAPLAN was sent to three separate victims (“This was sent too [sic] all 3 40 times per hour for 8 straight hours”. The image appears below in Figure-3.

¹¹ According to CC-1, CC-1 told ADAM KAPLAN that “Vitas” was an individual that CC-1 used to trick Victim-6 into believing that ADAM KAPLAN did not defraud Victim-6.



Figure-3

37. According to CC-1, the image was meant to threaten and intimidate the victims.

38. CC-1 also sent ADAM KAPLAN an image of what was purportedly sent to Florida Victim, below in Figure-4.



Figure-4

39. According to CC-1, in addition to the threatening skull-and-bones imagery in Figure-4, there would be a "phone call from robot and then black roses on Tuesday." And another victim, Victim-5, would be receiving a "wake up elbow today."

40. In response, ADAM KAPLAN wrote, in part: "The skull to all 3 at 40 times over 8 hours - what day was that on? They indeed have shit that does not belong to them. I like

the sound of a wake up blow. Let's rock n' roll with [Florida Victim] tomorrow. I am curious to hear about all avenues of attack." ADAM KAPLAN also disagreed with any possible delay in threatening the victims; ADAM KAPLAN stated, "I obviously don't at all understand why he ["G", another purported associate of CC-1]¹² would tell you to delay. I need details here." CC-1 responded, "**You absolutely trying to get this done our way instead of the legal way so that it's invisible for you.**" (emphasis added). CC-1 also wrote that the "phone attack to all three was done yesterday." CC-1 stated that, of all the victims, only Victim-3 was able to block the skull and crossbones imagery. ADAM KAPLAN responded, in relevant part, "It makes sense for G to speak today and for you (plus extra muscle) to visit tomorrow. Yes. I am hopefully that G will achieve full resolution today. . . . **Re [Victim-3] - put her phone on fire. Let her block that. Seriously, please blow it up.**" (emphasis added). CC-1 responded, in part, "I just left kaboom a message for a second blow up asap." CC-1 also implored ADAM KAPLAN to be patient. ADAM KAPLAN responded, "I have never lost patience and never will. I paid G a lot of money so naturally expect at the very minimum for him to deliver on something. I am embarrassed that I

¹² According to CC-1, CC-1 informed ADAM KAPLAN that "G" had the ability to manipulate internet search results and hide from the public that ADAM KAPLAN was charged by the SEC. ADAM KAPLAN also believed that he (ADAM KAPLAN) paid "G" to steal emails from a lawyer that ADAM KAPLAN and DANIEL KAPAN were engaged in litigation with. By May 21, 2023, ADAM KAPLAN was upset that "G" had not found any results:

"I didn't get anything from G to help re [Lawyer-1] scenario which is about to go very public. We have to respond before 6/5 so motions and other suits will fly well before then. I didn't get any ammunition to use here. It can't be that there are no emails between [Lawyer-2] and [Lawyer-1]. Can we see her emails? [email address] & cell: [cell number]."

On several occasions, ADAM KAPLAN wrote CC-1 asking him for updates about what "G" could find regarding emails or texts between lawyers.

can't show Eric¹³ or anyone any result on anything (yet). But... between (1) [Florida Victim] who I will hear about immediately from his mom, (2) the emails appearing this week, (3) search engines this week, (4) property retrieval or equivalent this week, & (5) maybe 1 or 2 of 7 Nassaus dropping - I will feel wonderfully."

41. In a later exchange on May 21, 2023, CC-1 informed ADAM KAPLAN that an individual from CC-1's community died from an overdose, and that the individual's grandfather died upon hearing the news. ADAM KAPLAN responded, in part, "(Re [Florida Victim] - I don't want him to cause my dad to have a reaction like that grandfather)." CC-1 responded that he would have Florida Victim "chilled out" and ADAM KAPLAN responded, "Chilling him out will be effective." Then, CC-1 and ADAM KAPLAN engaged in the following conversation:

CC-1: I hope so. I don't want it to need to go further. My priority is always you but he's still a frum guy and your family.

AK: He's a piece of shit trying to cause me harm for his own greedy aspirations and has no reservation in killing my father to squeeze a buck out of his mom.

CC-1: Then we will treat him as if he's NOT family.

42. Then CC-1 and ADAM KAPLAN discussed, again, sending black roses and sending verbal threats to Florida Victim. And ADAM KAPLAN provided the home and office addresses for Florida Victim. CC-1 also provided proof that he sent a text to Florida Victim, below in Figure-5.

¹³ As stated above, CC-1 informed me that this was one of ADAM KAPLAN's attorneys.



Figure-5

43. On May 22, 2023, CC-1 informed ADAM KAPLAN that “Kaboom hitting [Victim-3] again tonight. She just activated a new one.” According to CC-1, in this message, CC-1 told ADAM KAPLAN that “Kaboom” was again going to target Victim-3’s cell phone.

44. On May 23, 2023, CC-1 provided proof that CC-1 again texted Florida Victim the threatening image, with another text, “YOU ARE PISSING OFF THE WRONG PEOPLE”. And on July 18, 2023, ADAM KAPLAN again texted CC-1, in part, “Adding only 1 little thing to your already full plate: someone has to physically say good shabbos to [Florida Victim]. Seriously.” CC-1 responded, “Be my pleasure[.] I’m in a pissed off mood anyway. Lol.” ADAM KAPLAN responded, “Lol. Gotta take out your anger and frustration somewhere. Please do.”¹⁴

¹⁴ According to CC-1, CC-1 also told ADAM KAPLAN (falsely) that CC-1 was connected to certain publicly known mobsters, including one that is referred to in the text messages I have reviewed as “Junior”. According to CC-1, ADAM KAPLAN told CC-1 to use

45. ADAM KAPLAN also directed CC-1 to pay off victims who had complained about being defrauded, and CC-1 did so at ADAM KAPLAN's direction. For example, on June 7, 2023, CC-1 texted ADAM KAPLAN a screenshot of an email from Victim-7, who was inquiring about the return of her funds by June 11, 2023. CC-1 also forwarded ADAM KAPLAN his response, which was that Victim-7 would be paid back, in sum and substance, the next day. Those emails are below in Figure-6.¹⁵

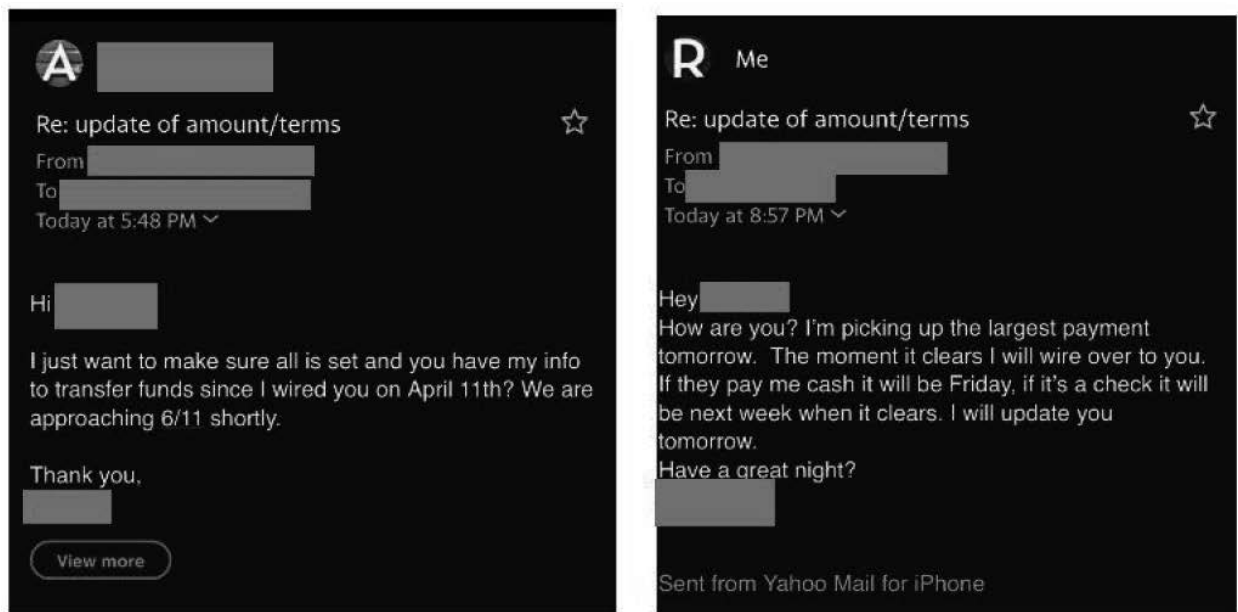


Figure-6

46. ADAM KAPLAN responded to CC-1 that he had spoken to Victim-7 earlier in the week and told Victim-7 that payment would likely be on June 13, 2023. ADAM KAPLAN also told CC-1 that Victim-7 was to receive a 25% return on her investment. According to CC-1,

“Junior” to “hurt” and “scare” another victim who I know to live near ADAM KAPLAN, Victim-12.

¹⁵ Names and email address have been redacted.

the funds ultimately sent to Victim-7 did not come from any sales of flowers, because no flowers were ever sold, but from money sent to CC-1 and ADAM KAPLAN from other victims.¹⁶

d. ATTEMPTS TO BRIBE LAW ENFORCEMENT AND COURT PERSONNEL (PRE-INDICTMENT)

47. According to CC-1, ADAM KAPLAN informed CC-1 that ADAM KAPLAN had access to individuals that ADAM KAPLAN was paying to provide ADAM KAPLAN with information about the status of his case “inside” the Department of Justice (“DOJ”) and the Eastern District of New York courthouses. So as to appear “connected,” CC-1 told ADAM KAPLAN that he too had access to “inside” information in the DOJ. Thus, CC-1 routinely lied to ADAM KAPLAN that CC-1 had inside information as to the status of the criminal investigation of the KAPLANS. For example, on April 26, 2023, CC-1 texted ADAM KAPLAN, “I only bring good news. You are NOT on the radar today.” According to CC-1, that was a reference to a private grand jury calendar that CC-1 had access to. On May 17, 2023, CC-1 texted ADAM KAPLAN, in part, “We are going to get good news out of gj today. I have a very good feeling about it.” According to CC-1, “gj” was a reference to the grand jury.

48. Around June 2023, CC-1 informed ADAM KAPLAN that CC-1 could pay a secretary inside the DOJ to provide information about ADAM KAPLAN’s case. On June 9,

¹⁶ According to CC-1, ADAM KAPLAN was well aware of all the money coming in and out from the fraud scheme. I have reviewed messages showing that ADAM KAPLAN routinely instructed CC-1 where to send money. For example, on June 30, 2023, ADAM KAPLAN told CC-1 that \$10,000 should be sent to Victim-8 (and provided Victim-8’s bank routing and account number and home address) and that \$7,000 should be sent to ADAM KAPLAN. CC-1 replied with a thumbs-up emoji. ADAM KAPLAN replied, “The one to me takes priority over the one to [Victim-8], although both are important. So you can do one today and one on Monday if you want. Or both today. Or both on Monday. It will pend all day but can become available.” I have also reviewed messages showing that ADAM KAPLAN regularly sent instructions to CC-1 regarding wires coming in. For example, on June 6, 2023, ADAM KAPLAN said for “6/30” that “17 you’ll keep as of 7/11”.

2023, CC-1 texted ADAM KAPLAN, “Guta morgen. The meeting this morning was extremely interesting. For the right price we can own her. I just don’t know what that is. I’m meeting her again Monday if we decide it’s the right move.” According to CC-1, “[f]or the right price we can own her” meant that CC-1 could pay the DOJ insider for information. According to CC-1, ADAM KAPLAN sent CC-1 cash to pay the DOJ insider, but CC-1 used the money for himself because the DOJ insider did not exist. Regardless, according to CC-1, ADAM KAPLAN was willing to and did pay bribes for what he believed was inside information from employees at the DOJ.

49. According to CC-1, CC-1 also told ADAM KAPLAN that CC-1 had access to other individuals inside DOJ, including “Chief Joseph,” a supposed chief in a criminal section at USAO-EDNY. On June 9, 2023, CC-1 texted ADAM KAPLAN, “Btw I’m seeing Joseph from Long Island on Sunday. Chief Joseph!!” According to CC-1, CC-1 would use these purported “connections” to insiders at DOJ to solicit funds from ADAM KAPLAN when CC-1 was desperate for money. According to CC-1, ADAM KAPLAN believed that CC-1 had access to insiders, and ADAM KAPLAN paid CC-1 to bribe those insiders for information about his criminal case, and to attempt to bribe prosecutors to not bring any federal indictment. On June 9, 2023, ADAM KAPLAN texted CC-1, “I like the move with this lady”. According to CC-1, the “lady” was one of the insiders at DOJ.

50. According to CC-1, CC-1 concocted a story that CC-1 told to ADAM KAPLAN whereby “Chief Joseph” (this individual does not exist nor work at USAO-EDNY), was in debt from gambling and was amenable to being paid to force any prosecutor to not bring charges against the KAPLANS. The text messages from CC-1 to ADAM KAPLAN routinely refer to “Chief Joseph” and his purported gambling debts. For example, on June 9, 2023, “CJ [Chief Joseph] called me[.] He’s hungry to get out of debt”.

51. After ADAM KAPLAN and CC-1 learned about the identity of one of the EDNY prosecutors on the case, CC-1 texted ADAM KAPLAN, “35...[the prosecutor’s] a fucking kid. We are going to bury him. Not literally.” CC-1 and ADAM KAPLAN discussed gathering intelligence on the USAO-EDNY prosecutors in this case. CC-1 also told ADAM KAPLAN that CC-1 would check for intelligence from “the girl” and “chief”. ADAM KAPLAN replied, “Excellent”. On June 10, 2023, CC-1 texted that CC-1 was still looking into the SEC case, but “first we get the edny resolution!!” According to CC-1, CC-1 told ADAM KAPLAN that CC-1 was working with “Chief” to have the EDNY case dropped before indictment, which ADAM KAPLAN paid CC-1 to do.

52. On June 10, 2023, CC-1 told ADAM KAPLAN, “Btw he [an EDNY prosecutor] might be green and an idiot but we aren’t going to let it even get to grand jury!! That’s the solution. I absolutely know in my heart...CHIEF [sic] is the key!!! I hope and pray he’s in maximum debt! I just heard. I’m picking up the paperwork tomorrow. He bet 1mm with fan duel and lost 200k. I’ve got feelers out to the boys to see how much he owes the bad boys. HERE WE GO”.

53. According to CC-1, what CC-1 was relaying to ADAM KAPLAN in this message was that CC-1 was going to use “Chief Joseph’s” gambling debts to bribe Chief Joseph into forcing EDNY prosecutors to not bring ADAM KAPLAN and DANIEL KAPLAN’s case to a grand jury for indictment. Although Chief Joseph did not exist, according to CC-1, ADAM KAPLAN was unaware of this, and was paying CC-1 to bribe Chief Joseph accordingly.

54. In a later message, ADAM KAPLAN told CC-1 that he was stressed. CC-1 replied, “Stop stressing. Not allowed. I promise as of Monday we are knocking out the criminal side. Please trust me”. ADAM KAPLAN replied, “I believe you & trust you!!”

55. CC-1 repeatedly texted ADAM KAPLAN that CC-1 was meeting with “Chief” or the “girl” (the DOJ insider) or finding ways to bribe them. For example, on June 12, 2023, after again discussing one of the EDNY prosecutors on the case, CC-1 stated, “I’m tracking down people chief owes mula too.” And then later, “I found his [Chief’s] bookie[.] I’m waiting for his call now”. And then, “I just found out a ton of info bout chief. Great talk. Lots of info in our favor.”¹⁷

56. Again, on June 15, 2023, CC-1 texted ADAM KAPLAN, “The girl confirmed you are NOT on the list any longer”. And later that same day, “Double confirmed[.] Off GJ list.” The next day, June 16, 2023, CC-1 wrote ADAM KAPLAN, “We will come out okay. Watch, the right person was paid.” According to CC-1, CC-1 lied to ADAM KAPLAN and told him that money ADAM KAPLAN sent to CC-1 was sent to “Chief” and the “girl” so that ADAM KAPLAN and DANIEL KAPLAN would not be indicted.

57. CC-1 also told ADAM KAPLAN that CC-1 paid “Chief” and others on ADAM KAPLAN’s behalf. For example, on July 16, 2023, CC-1 texted ADAM KAPLAN, “You got it and please update me on my money I layed out to chief. I just need to know so I can tell my SIL.” According to CC-1, CC-1 told ADAM KAPLAN that CC-1 sent “Chief” a significant amount of money on ADAM KAPLAN’s behalf, and CC-1 wanted ADAM KAPLAN to repay it to CC-1. According to CC-1, CC-1 did not in fact pay “Chief” because that person does not exist.

¹⁷ CC-1 informed me that CC-1 searched the internet for information about the Eastern District of New York and a prosecutor on ADAM KAPLAN’s case. For example, CC-1 told ADAM KAPLAN, “We need to meet tomorrow sometime between one and three because he’s a Cadman Plaza tomorrow and I’m meeting him. He gets off after five.” According to CC-1, CC-1 informed ADAM KAPLAN that CC-1 was going to Cadman Plaza to meet with “Chief”; according to CC-1, CC-1 used the internet to learn that EDNY was associated with Cadman Plaza.

ADAM KAPLAN responded, “All updates next I see you. Monday. **I think we shouldn’t text about this.** You get me & we both know what do.” (emphasis added). According to CC-1, ADAM KAPLAN did not want to text about bribing government officials because he understood that it was illegal.¹⁸

58. On June 6, 2023, ADAM KAPLAN instructed CC-1 to send a \$100,000 invoice to one of ADAM KAPLAN’s attorneys for the illegal bribery and other actions that CC-1 purportedly performed on ADAM KAPLAN’s behalf. CC-1 sent ADAM KAPLAN an image of the proposed invoice, which was for “PERSONAL SERVICES RENDERED TO ADAM KAPLAN THROUGH 07/01/2023”.

59. CC-1 informed me that ADAM KAPLAN provided CC-1 cash, in secret, to further bribe government officials. For example, in June 2023, ADAM KAPLAN had a legal assistant (unknowingly) provide CC-1 a box of chocolates with thousands of dollars of cash hidden in it. This is corroborated by text messages. On June 6, 2023, when ADAM KAPLAN texted CC-1 about splitting certain funds, ADAM KAPLAN wrote, “Chocolate box excluded”. According to CC-1, that was a reference to the chocolate box with thousands of dollars. CC-1 wrote, in part,

¹⁸ There were many other instances of CC-1 or ADAM KAPLAN referring to paying supposed government insiders or collecting information based on those bribes. On June 21, 2023, CC-1 wrote: “GJ seats on the 27th, your name is NOT on it.” ADAM KAPLAN responded: “That’s fantastic news above!” CC-1 wrote: “The girl was happy to call me w update. Its amazing what 9500 will do” – according to CC-1, 9500 was a reference to \$9,500 that was paid to the fictitious insider; that same day, ADAM KAPLAN wrote: “Yes/No answer - Did the girl start making her notes etc?” CC-1 responded: “Yes. She and I are scheduled to talk Friday after the bosses report from Thursday pm hits her computer. That’s when we say push or wait. I’d rather talk about this in person not text. This and the other makes me nervous.” ADAM KAPLAN replied: “Hence simply yes/no”; On June 23, 2023, CC-1 wrote: “I told the girl I’d get back with her on Monday.” On July 12, 2023, CC-1 wrote: “HR called our girl in today to discuss her notes!!!!!!”

“125 plus 7 plus 9500 was the amount before chocolate pickup”. In a later text on June 7, 2023, when discussing cash payments and what CC-1 and ADAM KAPLAN were each owed, ADAM KAPLAN texted, in part “9.5K (chocolate box)”.

e. ADAM KAPLAN’S CREDIT CARD FRAUD

60. During the conspiracy with ADAM KAPLAN, CC-1 worked at a company that provided moving services. ADAM KAPLAN routinely instructed CC-1 to “run” (charge) credit cards from CC-1’s moving company for services that were never rendered. ADAM KAPLAN would then use those funds to pay CC-1 personally, or to transfer funds to CC-1 that CC-1 could use for purposes of the conspiracy. In effect, ADAM KAPLAN used his credit cards, and the credit cards of others, and thus the funds of credit card companies, to provide cash on hand to CC-1 under fraudulent pretenses. Although the credit card companies were led to believe that the credit cards were being charged for legitimate business services (moving company services), they instead were being used to provide cash for the Ponzi scheme.

61. For example, on July 7, 2023, ADAM KAPLAN instructed CC-1, “In addition (a thought I like) - you can run my credit card today for 4K if you would like. This was 3K wire + 4K cc = 7K and then 8K wire on top of that. Lmk.” According to CC-1, ADAM KAPLAN told him that he could charge ADAM KAPLAN’s credit card as part of the payment owed to CC-1. In a later text, ADAM KAPLAN provided his credit card number.

62. According to CC-1, ADAM KAPLAN instructed CC-1 on several occasions to create fictitious invoices from the moving company for the purpose of showing proof to banks or credit card companies that the invoices were real. I have reviewed copies of those fraudulent invoices.

C. ADAM KAPLAN'S POST-INDICTMENT CRIMES AND OTHER VIOLATIONS OF HIS BOND

a. Payments and Communications with Victims

i. Violations of the Bond with Respect to Victim-8

1. Background

63. As part of his release, the Court prohibited ADAM KAPLAN from having any contact with his “victims” or “witnesses” (Exhibit 1). Victim-8 was another client of the KAPLANS at the Financial Services Firm. Victim-8 met the KAPLANS at the Harvard Club, and the KAPLANS told him that they had MBAs from Harvard, which was a lie. Victim-8 informed me that he sent approximately \$235,000 to the KAPLANS for investment purposes. According to Victim-8, the KAPLANS controlled those funds, and ADAM KAPLAN would send Victim-8 funds whenever Victim-8 needed cash to pay for monthly expenses. Victim-8 believed, based on what ADAM KAPLAN told him, that ADAM KAPLAN was sending Victim-8 funds from Victim-8’s investment account. According to Victim-8, Victim-8 sent checks to ADAM KAPLAN for advisory fees. According to Victim-8, Victim-8 was supposed to have approximately \$120,000 in an IRA. In January 2024, Victim-8 received notification that Victim-8’s IRA had a balance of zero dollars. During the course of the scheme in the indictment, Victim-8 and the KAPLANS agreed that Victim-8 would be charged 1% advisory fees. This is reflected in text messages that I have reviewed. Victim-8 was charged advisory fees much higher than 1%.

2. Post-Indictment Violations of the Bond

64. After indictment, the KAPLANS did not inform Victim-8 that they had been indicted or that they could no longer serve as Victim-8's financial advisors. Until being approached by FBI agents in January 2024, Victim-8 believed that the KAPLANS were continuing to serve as Victim-8's financial advisors. In fact, Victim-8 was still requesting money for expenses from ADAM KAPLAN and had recently received money from ADAM KAPLAN in December 2023, well after the Court ordered ADAM KAPLAN to refrain from having contact with the victims or providing financial services for anyone.

65. I have reviewed text messages between Victim-8 and ADAM KAPLAN and DANIEL KAPLAN where Victim-8 chastises the KAPLANS for stealing from Victim-8 account, including in August 2023. In September 2023, again, after indictment and in violation of his bond, ADAM KAPLAN confirmed by text that he sent Victim-8 additional funds. In November 2023, Victim-8 instructs ADAM KAPLAN to take a fee from Victim-8's American Express card. ADAM KAPLAN responded, "Ok".

66. At a certain point, according to Victim-8, ADAM KAPLAN introduced Victim-8 to CC-1, who began giving money to Victim-8 on ADAM KAPLAN's behalf. ADAM KAPLAN, using CC-1, also attempted to convince Victim-8 that Victim-8 was bankrupt because of debt, and that Victim-8 should do a reverse mortgage on Victim-8's apartment. An appraiser was sent to Victim-8's apartment; I have reviewed a copy of the appraisal, which ADAM KAPLAN sent to CC-1 in a message. I have also reviewed many messages between ADAM KAPLAN and CC-1 discussing the reverse mortgage for Victim-8. ADAM KAPLAN also asked

Victim-8 what assets Victim-8 had.¹⁹ Victim-8, after speaking to law enforcement agents, did not go through with the reverse mortgage.

ii. Violations of the Bond with Respect to Victim-9 and Victim-10

67. Despite being indicted and then released on bond, and promising to not commit other crimes, ADAM KAPLAN was not at all deterred by his indictment. After ADAM KAPLAN was indicted, he continued to use CC-1 to pay off victims. According to CC-1, ADAM KAPLAN paid off victims so that they would not speak to law enforcement agents or participate in the investigation against him.

68. For example, CC-1 informed me that ADAM KAPLAN owed Victim-9 and Victim-10 thousands of dollars, and Victim-9 was threatening ADAM KAPLAN that Victim-9 would speak to law enforcement. On August 17, 2023, ADAM KAPLAN instructed CC-1 to send \$18,000 (along with wire instructions) to Victim-9 (a family member of Victim-10). ADAM KAPLAN told CC-1 that “To stress - it is needed more than oxygen.”

69. ADAM KAPLAN also instructed CC-1 to talk to victims, including Victim-9 and Victim-10, on his behalf because ADAM KAPLAN knew that he was not permitted to talk to his victims and was attempting to evade the Court’s clear directive. CC-1 routinely served as a messenger between victims and ADAM KAPLAN. For example, ADAM KAPLAN told CC-1 to “call [Victim-9] this morning to say that the rest is coming in another day or two.” ADAM KAPLAN also sent a phone number to CC-1. “Simply say that you are [CC-1] and are working on sending the 18K to [Victim-9] but it hasn’t cleared yet even though should have today so will

¹⁹ Victim-8 also told me that in January 2024, ADAM KAPLAN’s father called Victim-8 and asked Victim-8 about the value of certain of Victim-8’s assets.

be another day or two by Monday which is two business days away. Leave [Victim-9] with your number to be in touch with any questions. Say same for [Victim-10] too.” On August 18, 2023, ADAM KAPLAN followed up with the bank account information and home address for Victim-10, and instructed CC-1 to send funds to Victim-10.

70. On August 21, 2023, when CC-1 was unable to provide the funds to Victim-9, ADAM KAPLAN met with CC-1 in person and provided the funds to CC-1. According to CC-1, ADAM KAPLAN instructed CC-1 to go into a Wells Fargo bank branch to collect funds. According to CC-1, ADAM KAPLAN avoided going inside the branch so he would not be seen by bank cameras. The text messages corroborate that ADAM KAPLAN met CC-1 in person: (CC-1: “I’m here on east 76th in my car.” ADAM KAPLAN: “Parking now.” CC-1: “I’m right across the street” ADAM KAPLAN: “I’ll come to you”.) After that exchange, and after Victim-9 received funds, CC-1 texted ADAM KAPLAN, “You saved the day.” ADAM KAPLAN stated, “Together we did.”

71. On August 29, 2023, ADAM KAPLAN instructed CC-1 to send funds to Victim-10. When CC-1 had issues getting money to Victim-10, ADAM KAPLAN stated, “I also don’t need extra unnecessary communications with people. Please close this.” When issues arose with providing CC-1 the funds, CC-1 relayed by text to ADAM KAPLAN what CC-1 was texting Victim-10.

72. On September 19, 2023, ADAM KAPLAN again told CC-1 that Victim-10 needed to be paid: (“Under no circumstance can [Victim-10] bounce. That would be a catastrophe of biblical proportion.”). Ultimately, CC-1 and ADAM KAPLAN provided Victim-10 with a certified check for the amount owed to Victim-10.

iii. Violations of the Bond with Respect to Victim-11

1. Background

73. According to Victim-11, Victim-11 has known the KAPLANS since 2017 and has used the KAPLANS as investment advisors. And as with other victims that I have spoken to, Victim-11 informed me that the KAPLANS defrauded Victim-11 through fraudulent “KAPLAN SALE” charges in Victim-11’s accounts. Around the time the KAPLANS were fired from the Financial Services Firm, Victim-11 sent several emails to employees of the Financial Services Firm explaining how the KAPLANS defrauded Victim-11, including through unauthorized withdrawals for thousands of dollars and inflated advisory fees.

74. However, according to Victim-11, after communicating with employees of the Financial Services Firm, in or around December 2021, ADAM KAPLAN paid Victim-11 approximately \$7,000. Then, in March 2022, ADAM KAPLAN met with Victim-11 in person. At ADAM KAPLAN’s direction, Victim-11 recanted any claim that the KAPLANS defrauded Victim-11. Victim-11 stated that Victim-11 was owed no refund and that the KAPLANS did not do anything wrong. When I spoke to Victim-11, Victim-11 informed me that Victim-11 sent these emails at the direction of ADAM KAPLAN. I know, based on my knowledge of the investigation, that when the KAPLANS were employed at a previous financial services firm, Victim-11 was instructed by ADAM KAPLAN to sign a separate letter written by ADAM KAPLAN that also “exonerated” ADAM KAPLAN. I have reviewed that letter, which was dated March 23, 2018. According to Victim-11, for some of the emails that were sent to the Financial Services Firm, ADAM KAPLAN instructed Victim-11 to write them; for others, ADAM KAPLAN wrote them, and Victim-11 was unaware how Victim-11’s signature was on those emails.

2. Post-Indictment Violations of the Bond

75. I know, based on my knowledge of the investigation, including conversations with Victim-11, that ADAM KAPLAN has continued communicating with Victim-11 since indictment. I have reviewed text-based communications between ADAM KAPLAN and Victim-11. CC-1 has informed me that ADAM KAPLAN instructed CC-1 to pay Victim-11 to keep Victim-11 happy so that Victim-11 would not assist law enforcement in the Kaplan investigation. And I have reviewed payments made post-indictment from CC-1 to Victim-11.

76. For example, on October 5, 2023, ADAM KAPLAN texted CC-1, “I just sent [Victim-11] a text.” On October 6, 2023, ADAM KAPLAN texted CC-1, “Your texts are amazing to wake up to so thank you. [Victim-11] will call me at 12pm noon.”

77. On October 10, 2023, ADAM KAPLAN arranged for Victim-11 to send additional funds to CC-1 because CC-1 was in need of funds. CC-1 asked ADAM KAPLAN, “I never asked why does he think he’s sending it to me”. According to CC-1, CC-1 was asking ADAM KAPLAN what the false reason was why CC-1 needed money from Victim-11. ADAM KAPLAN told CC-1, **“What you told him last Thursday. He thinks you need help finishing one of your moves (assuming a move of flowers I bet).”**²⁰ (emphasis added).

78. On November 28, 2023, ADAM KAPLAN texted CC-1, in part, that “[Victim-11] gets paid from his tv show on Friday, is there opportunity for him?” According to CC-1, the “opportunity” was a false investment opportunity that ADAM KAPLAN presented to

²⁰ It is clear from the text messages between ADAM KAPLAN and CC-1 that ADAM KAPLAN was separately speaking to Victim-11; ADAM KAPLAN consistently texted CC-1 information that must have been provided to ADAM KAPLAN by Victim-11. For example, on October 12, 2023, ADAM KAPLAN texted CC-1 that “[Victim-11] is calling PayPal again.”

Victim-11. On December 4, 2023, CC-1 texted ADAM KAPLAN that “[Victim-11] just sent 240.00”. CC-1 texted ADAM KAPLAN, “Zelle to you 240” and ADAM KAPLAN said, “Yes”. On December 8, 2023, ADAM KAPLAN provided the phone number for Victim-11 to CC-1 and reminded CC-1 that he had “zelled to him before”. CC-1 wrote, “I just Venmo him back” and ADAM KAPLAN wrote, “Yes[.] Thanks.”

79. On several occasions, ADAM KAPLAN instructed CC-1 to send funds to Victim-11 because, according to CC-1, ADAM KAPLAN informed CC-1 that Victim-11 was cooperating with the FBI, and ADAM KAPLAN wanted to keep Victim-11 “happy”. According to CC-1, CC-1 sent funds to Victim-11 on behalf of ADAM KAPLAN.

80. On January 13, 2024, CC-1 texted ADAM KAPLAN, “[Victim-11] is texting me. Anything I need to know[?]” CC-1 also attached a screenshot of the message from Victim-11, where Victim-11 stated, in part, “Adam told me to hit you up over the next few days if I needed anything that that [sic] he’s given you to the go ahead to Venmo me again. If so, would I be able to get another \$75 by any chance?” CC-1 texted ADAM KAPLAN that he sent Victim-11 \$75. On January 16, 2024, CC-1 wrote, “[Victim-11] needs more money...yes?” ADAM KAPLAN responded, “How much? Yes.” According to CC-1, ADAM KAPLAN directed CC-1 to pay Victim-11.²¹

²¹ CC-1 has regularly spoken to Victim-11 on ADAM KAPLAN’s behalf. For example, on January 22, 2024, CC-1 again sent Victim-11 funds (\$150) and updated ADAM KAPLAN as to that fact. On January 26, 2024, CC-1 again spoke to Victim-11 on ADAM KAPLAN’s behalf and sent Victim-11 another \$100. CC-1 was asked to speak to Victim-11 on ADAM KAPLAN’s behalf even for mundane subjects. For example, on March 3, 2024, ADAM KAPLAN told CC-1, “It’s [Victim-11’s] birthday tomorrow. Please wish him a happy bday from me!”

81. On several additional occasions, CC-1 and ADAM KAPLAN discussed paying Victim-11 in some capacity, either through credit cards or otherwise. According to CC-1, Victim-11 also invested in the fraudulent flower business. This is corroborated by a message from Victim-11 to CC-1, which CC-1 sent to ADAM KAPLAN on February 2, 2024. In this message, Victim-11 writes that CC-1 would use “the flower money that I contributed a while back” to cover additional expenses. As stated above, the flower-selling “business” was entirely fraudulent.

82. According to CC-1, ADAM KAPLAN instructed CC-1 to keep Victim-11 “happy” because ADAM KAPLAN knew that Victim-11 had spoken to law enforcement. On February 8, 2024, after CC-1 informed ADAM KAPLAN that he paid Victim-11 another \$200, CC-1 told ADAM KAPLAN the payment was “only to keep your name out of everyone’s mouth”.

iv. Violations of the Bond with Respect to Victim-13

1. Background

83. According to Victim-13, Victim-13 originally met ADAM KAPLAN in 2020 through a mutual friend. Victim-13 hired ADAM KAPLAN to act as Victim-13’s investment advisor. From 2020 to 2021, ADAM KAPLAN managed Victim-13’s investments. According to Victim-13, ADAM KAPLAN was charging \$250 a month for advisory fees on Victim-13’s credit cards. I know, based on my knowledge of the investigation, that those advisory fees were fraudulent, as Victim-13 was also being charged advisory fees from the Financial Services Firm. Victim-13 did not know that the Financial Services Firm was also charging Victim-13 advisory fees.

84. According to Victim-13, in 2021, ADAM KAPLAN was debiting approximately \$350 to \$450 a month from Victim-13’s debit card, which ADAM KAPLAN informed Victim-13 were being invested in Victim-13’s brokerage account.

85. In or around July 2021, ADAM KAPLAN told Victim-13 that ADAM KAPLAN, along with DANIEL KAPLAN, were starting their own firm and were suing the Financial Services Firm for wrongful termination. Victim-13 followed ADAM KAPLAN to the new firm. Victim-13 provided ADAM KAPLAN with access to Victim-13's brokerage and bank accounts and Victim-13's credit card number. ADAM KAPLAN told Victim-13 that Victim-13's money was moved into an "Empower" account. I know, based on my knowledge of the investigation, that none of Victim-13's money was held at "Empower". According to representatives from Empower, the company allows individuals to create records of their financial status without tying those records to any account; in simple terms, the accounts and statements created on Empower are fake.²²

2. Post-Indictment Conduct

86. According to Victim-13, in or around December 2023, ADAM KAPLAN told Victim-13 about an investment in a flower business. ADAM KAPLAN told Victim-13 that ADAM KAPLAN had invested \$14,000 in the business, and it was a good investment. ADAM KAPLAN introduced Victim-13 to CC-1, who was purportedly in the flower-selling business. In or around December 2023, Victim-13 sent CC-1 a total of \$61,000 to invest in CC-1's flower-selling business. According to CC-1, ADAM KAPLAN knew that the flower-selling business was fake and that he had never actually invested \$14,000 in the flower business, as he had represented to Victim-13.

²² Empower offers services that allows the user to add accounts either connected to actual financial accounts and are confirmed assets or to manually add accounts not tied to any assets. The accounts for the victims in this investigation were not tied to any assets.

87. According to Victim-13, around that same period, Victim-13 contacted ADAM KAPLAN and told him that Victim-13 wanted to buy a house and needed to withdraw money from investments. ADAM KAPLAN provided Victim-13 with the fraudulent Empower paperwork showing the “investments,” but ADAM KAPLAN never provided Victim-13 any money, and stopped answering Victim-13’s calls. After December 5, 2023, for Victim-13, almost all communications regarding ADAM KAPLAN were facilitated through CC-1. Up until this point, according to Victim-13, Victim-13 had almost weekly contact with ADAM KAPLAN and still believed that ADAM KAPLAN was Victim-13’s financial advisor. ADAM KAPLAN never told Victim-13 that he was indicted or that ADAM KAPLAN was not permitted to speak with Victim-13 or provide financial services.

88. Through CC-1, Victim-13 was paid back approximately \$50,000 in cash. According to Victim-13, CC-1 told Victim-13 that CC-1 was paying Victim-13 for the flower business investment, not for the money that ADAM KAPLAN originally stole from Victim-13. CC-1 informed me that he lied to Victim-13 and told Victim-13 that the flower business failed.

89. According to Victim-13, CC-1 informed Victim-13 that CC-1, at ADAM KAPLAN’s direction, would run credit cards in ADAM KAPLAN’s family-members’ names. CC-1 sent images of the credit cards that ADAM KAPLAN sent CC-1. Then, CC-1 took cash and brought it to Victim-13. According to Victim-13, ADAM KAPLAN currently owes Victim-13 approximately \$88,000, and Victim-13’s wife approximately \$12,000.²³

²³ Based on a subpoena returns from a financial institution, I know that ADAM KAPLAN debited Victim-13’s significant other’s account on July 31, 2023 and August 3, 2023 (after indictment) for approximately \$471.

90. CC-1, and the text messages between CC-1 and ADAM KAPLAN, corroborate Victim-13's information. Although a clear violation of his bond, ADAM KAPLAN spoke to Victim-13 on many occasions.

91. On February 11, 2024, CC-1 informed ADAM KAPLAN that he would "anonymously from staples" send Victim-13 funds. According to CC-1, "He won't have any way to think it couldn't come from anyone but you." ADAM KAPLAN responded, in part, "perfect". ADAM KAPLAN then replied with an email address for Victim-13. Several hours later, CC-1 replied, that the email "via staples" was sent to Victim-13.

92. On March 20, 2024, CC-1 informed ADAM KAPLAN that Victim-13 tried to call ADAM KAPLAN. ADAM KAPLAN responded, in part, "Where did [Victim-13] try to call me? I haven't heard from him. I'll call him on Friday. Can you call him back in the interim asking him how much cash is needed for his house closing? And say that gladly I'll ([CC-1]) be the intermediary to expedite." ADAM KAPLAN also asked, "Also when is he [Victim-13] closing[?]" CC-1 responded, "Very very soon. I think he needs the whole thing. If that's a problem for you, we can take it out of the certified check. If I remember right what is it about 85,000?" According to CC-1, CC-1 was providing investment advice to Victim-13 on behalf of ADAM KAPLAN.

93. The next day, March 21, 2024, well after indictment, ADAM KAPLAN sent CC-1 the following, "To [Victim-13], copy & paste the below. Call or text here with any questions about it."

Questions: What is the minimum amount needed now? What is the ideal amount wanted?

Option 1: Liquidate. If so, there is a considerable tax consequence on gains at the ordinary income tax bracket. Both federally & state.

This comes out to about 1/3. Which totally sucks. So it is not advised. Also factoring in the individual amount. Not the amount for the minor, or retirement for wife (these dollars have an extra 10% penalty by regulation to withdraw early before the age of 59.5 which is the age of retirement).

Option 2: Take the cash now collateralized by the portfolio while keeping the growth in tact. This method is tax free with an interest rate that is substantially less than the potential taxable amount. The interest rate falls between 5-7% (much less than a 33% tax rate). So it is advised. As such [Individual 4] will call you [Victim-13] at around 12pm today (on Thursday) about it.

[Individual 4] will also present the most sophisticated & cost effective tax free option here for cash without collateralizing any portfolio. Definitely advised. FYI [Individual 4's] phone # is [PHONE NUMBER]. Another option to consider is to use the hard real estate to be lent against. Food for thought.

All of the above will take approximately 1 week to process and can be delivered by wire, ach, or check. Of note, if through [CC-1] then it'll be even more efficient and expedited. Cheers.²⁴

94. CC-1 also confirmed in text that CC-1 would send the message to Victim-13 in the morning. CC-1 also relayed the response from Victim-13. Victim-13 responded, in part, that he wanted a balance of his son's account that ADAM KAPLAN was supposedly managing. ADAM KAPLAN then instructed CC-1, in part, to send Victim-13 a screenshot of certain pages that CC-1 sent to Victim-13 the previous month at ADAM KAPLAN's instruction. According to CC-1, ADAM KAPLAN was instructing CC-1 to send Victim-13 fake statements from Empower that ADAM KAPLAN created that appeared to show money in accounts in Victim-13's control – over \$15,000 in Victim-13's wife's account and over \$68,000 in Victim-13's son's account – but the statements were fake, created by ADAM KAPLAN through Empower.

²⁴ ADAM KAPLAN continued to provide financial advice to Victim-13 through CC-1, including regarding drawing funds from the accounts without tax penalties, and liquidating accounts.

95. Despite that ADAM KAPLAN was instructing Victim-13 through CC-1, ADAM KAPLAN instructed CC-1, “(Reminder to leave my name off of texts on topic with him)”. The next day, CC-1 responded, “Spoke to [Victim-13]. He’s adamant that he needs it all. Sorry. I still think [other individuals] pay him and we keep it for us but that’s your decision to make. I’m just a grunt. Lol”. ADAM KAPLAN responded, “For [Victim-13]: Ok, as he wants. In process. Everything possible is in the works. All of his for sure. Is next Friday good? Did he confirm that? What # is he actually looking for? When is the closing date? Noted that he said yesterday not wife retirement or the minor. It makes sense for [another individual] to buy him out, especially if at the basis value. So the plan is: next Friday [another individual] will buy him out.”

96. According to CC-1, ADAM KAPLAN again engaged in credit card fraud in an attempt to pay Victim-13 back. ADAM KAPLAN instructed CC-1 to “run” a credit card for \$4,000, fraudulently stating that it was a payment for moving expenses, collect \$4,000 in cash, and then pay Victim-13 \$4,000. Although CC-1 did run the credit card, he informed me that he instead used the money to pay back another individual that CC-1 owed money to. This is also corroborated by text messages. On March 29, 2024, ADAM KAPLAN texted CC-1, in part, “Did you already pull the 4K from WF earlier today? That will be added to [Victim-13’s] Friday pile. Let me know yes or no.” ADAM KAPLAN also wrote, “The way I see it is that we should meet by WF at 8:30. Hit cards. Make withdrawal. Then go to [Victim-13].” According, to CC-1, WF referred to “Wells Fargo”, and ADAM KAPLAN was instructing that CC-1 and ADAM KAPLAN would meet, run credit cards, withdraw money, and provide money to Victim-13 that ADAM KAPLAN owed to Victim-13. CC-1 responded, in part, “I gave it to [another individual] it’s all I had.” And ADAM KAPLAN responded, in part, “You gave [other individual] my cc that was run for [Victim-13]?!!!! Wtf. That’s not cool & changes everything for me. That was done specifically for [Victim-13] and

nothing else. You knew that. You told me clearly that you would keep that on the side for [Victim-13].” In the ensuing conversation, ADAM KAPLAN and CC-1 discussed that of the money pulled from credit cards, some of it was given to ADAM KAPLAN. ADAM KAPLAN knew that when CC-1 ran the credit card for his moving company that the charge was not being made for moving expenses. It was instead used to facilitate money from ADAM KAPLAN to Victim-13. ADAM KAPLAN also knew at the time that he was not supposed to communicate with any of his victims. But he still was using CC-1 to communicate with Victim-13 and pay Victim-13.

97. ADAM KAPLAN again instructed CC-1 to pay Victim-13 in April 2024. For example, on April 2, 2024, ADAM KAPLAN texted, “Plan - (1) Tuesday: At 3:30 See [Victim-13] cash. (2) Wednesday: See me. (3) Friday: See [Victim-13] again with more cash after Stripe hits & with the paperwork.” According to CC-1, ADAM KAPLAN was instructing CC-1 to bring Victim-13 cash on multiple occasions. CC-1 responded, “I’m on this move, with a problem. Can we talk at 1?” And ADAM KAPLAN responded, “We can always talk. But there’s nothing to really talk about. The plan is clear with no flexibility. (1) Tuesday: I need to hear this afternoon that a cash delivery was made to [Victim-13] today. (2) Wednesday: We meet. I give you papers. Cash. And bank appt together. (3) Friday: You visit [Victim-13] again with Stripe and Papers.” According to CC-1, ADAM KAPLAN was instructing CC-1 to make cash deliveries to Victim-13 because ADAM KAPLAN owed Victim-13 money, and ADAM KAPLAN knew that he (ADAM KAPLAN) was not permitted to speak to Victim-13.

98. On multiple occasions, CC-1 asked ADAM KAPLAN to send CC-1 the “breakdown” of Victim-13’s accounts that Victim-13 was requesting from CC-1. According to CC-1, the “breakdown” was the fraudulent paperwork that ADAM KAPLAN created using free tools from Empower. For example, CC-1 texted, “[Victim-13] told me directly that [Victim-13]

wants his papers the breakdown why can't you send it to me right now?" ADAM KAPLAN responded, in part, "I'll give it to you when I see you tomorrow. B/c that is best. Safety. Right?! It's printed. Just why email it if it can be handed to you. Logically. And since we're getting together tomorrow it makes sense." Based on my training and experience, ADAM KAPLAN did not want to email the fraudulent paperwork because he did not want it to be tied to him in any way.

99. I have reviewed an audio recording of ADAM KAPLAN providing CC-1 with Victim-13's login and password information for Empower so that Victim-13 could review the Empower account and see the funds that were in the account. Of course, there were no actual funds in the "account". It was simply a free online tool where any amounts of funds could be entered not tied to any assets.

b. The Continuation of the Fraudulent Flower Business

100. The fraud regarding the flower business also did not stop at the time of the indictment. As stated above, Victim-11 sent funds to ADAM KAPLAN and CC-1 for a purported investment in the flower business post indictment. According to CC-1, ADAM KAPLAN and CC-1 continued to solicit and divert funds based on fraudulent investments post indictment.

101. As just one example, on December 6, 2023, ADAM KAPLAN texted CC-1, in part, "I need you to divert 5K total on Weds/Thurs from the pile which will be closed on Friday. 1.5K to [Individual-1] (half of 3K)[,] 2.5K to [Victim-8], 1K to me for [Individual-2]".²⁵

²⁵ According to CC-1, Individual-1 and Individual-2 were both owed money by ADAM KAPLAN. Based on my current knowledge of the investigation, it is unclear whether these were victims of the fraudulent scheme in the indictment. Although Individual-1 threatened to "call the police" on ADAM KAPLAN, Individual-1 has refused to speak to law enforcement officers, including me. In the same text, ADAM KAPLAN told CC-1 "You go to [Victim-13] at 1pm. Yes." According to CC-1, Victim-13 also invested approximately \$62,000 in the flower business, as discussed above.

According to CC-1, consistent with ADAM KAPLAN's Ponzi-like schemes, ADAM KAPLAN was diverting money to Victim-8 and Individuals 1 and 2 from the money that other victims sent to CC-1 for alleged investment in the (fraudulent) flower business. On December 7, 2023, CC-1 sent ADAM KAPLAN a screenshot of a \$20,000 deposit being held in CC-1's bank account. On December 12, 2023, ADAM KAPLAN again directed CC-1 to wire funds to Victim-8.²⁶

102. On December 21, 2023, CC-1 texted ADAM KAPLAN, "Btw Don't forget vday. Wire comes in we need to cover some invoices and make mula." According to CC-1, although there was no legitimate flower-selling business, ADAM KAPLAN and CC-1 informed potential investors that Valentines Day was an important day for CC-1's flower selling business, and would fraudulently solicit funds from victims to fund the fraudulent business.

103. On December 30, 2023, ADAM KAPLAN wrote to CC-1 in a text message that I have reviewed, "We have a problem. [Flower Victim-1] made a big mistake today. He called Eric²⁷ this afternoon. I'm now being read the riot act to shut this all down immediately. Bad. I also

²⁶ ADAM KAPLAN regularly provided CC-1 with messages to send to people that ADAM KAPLAN owed money to. For example, on December 12, 2023, ADAM KAPLAN sent the following message to CC-1:

"[Individual-3], good morning. [CC-1] here. All contact must go to me. Not Adam. It's all on me. He has nothing to do with business any more. You may conduct business with me but not with him. Please refrain from involving our friend any further, especially at this pivotal moment in his life for which we all must come together to love and support him as he would surely do with loyalty for any of us. If you have something to say to Adam please contact me. I invite you to come to my office and I will call you this morning. Soon after he gets through the unfair hurtles Adam will return stronger than ever. But he cannot consult right now for his own safety and well-being."

²⁷ As stated above, CC-1 informed the government that "Eric" referred to one of ADAM KAPLAN's attorneys.

get billed for such calls. I can't have any more business interaction with him." According to CC-1, ADAM KAPLAN was aware that he was not supposed to be involved in any fraudulent businesses.

104. On January 5, 2024, ADAM KAPLAN texted CC-1, "Adam: This confirms that Person-B was distributed in excess of \$X by me in connection with your consultation which is closed. Thank you."'²⁸ CC-1 wrote, "Got it. I will take care of it." Later, ADAM KAPLAN wrote, "Reminder about email template".

105. CC-1 also admitted that, in or around February and March 2024, at ADAM KAPLAN's direction, CC-1 and ADAM KAPLAN defrauded Victim-16. As described below, according to Victim-16, ADAM KAPLAN informed Victim-16 that he would invest their money in the market. Ultimately, Victim-16 invested \$5,000 with ADAM KAPLAN. According to CC-1, ADAM KAPLAN and CC-1 immediately used those funds for personal expenses and to pay off debts.

106. On February 29, 2024, ADAM KAPLAN sent Victim-16's contact information to CC-1. CC-1 responded, in part, "Didn't hear back from [Victim-16]". ADAM KAPLAN responded, "Send her a text too..." and wrote a text message for CC-1 to send Victim-16: "Hello [Victim-16]. This is [CC-1] trying to reach you about the wire coordinates to [CC-1's business]. Since the second transaction blocked. Please call me back any time for the instructions. Thank you." CC-1 responded, in part, "Text sent." On March 1, 2024, CC-1 talked to Victim-16 and relayed the conversation to ADAM KAPLAN. Later that day, CC-1 sent ADAM KAPLAN a

²⁸ ADAM KAPLAN inserted quotation marks around the text.

message he received from Victim-16: “Hi [CC-1.] I’ve made a note to follow up on wire transfer capacity on Monday. Will keep you posted. Happy Friday :) From [Victim-16].”

107. On March 4, 2024, CC-1 wrote ADAM KAPLAN, “[Victim-16] wire IN[.] I will wire to you first thing tomtomorrow [sic]”. ADAM KAPLAN responded, “Yay!” The next day, ADAM KAPLAN wrote, in part, “Send me the 2.5K (or 2.6K) wire first thing in AM.” According to CC-1, \$2,500 was ADAM KAPLAN’s share of the money that they stole from Victim-16 through fraud. CC-1 provided ADAM KAPLAN with a screenshot of \$2,500 being wired to ADAM KAPLAN. According to CC-1, none of the money from Victim-16 was used to invest.

c. Continuation of ADAM KAPLAN’s Credit Card Fraud

108. After indictment, ADAM KAPLAN continued committing credit card fraud. In order to pay back ADAM KAPLAN’s victims who were constantly asking CC-1 for funds, CC-1 routinely requested additional funds from ADAM KAPLAN, including on September 7, 2023. ADAM KAPLAN provided credit card details for ADAM KAPLAN’s father and told CC-1 that CC-1 could charge that card \$15,000.²⁹ CC-1 charged the card and told ADAM KAPLAN that CC-1 was “only” able to charge \$10,000, not \$15,000. ADAM KAPLAN responded, “Good about 10. In a little bit try another 5. There is room on card, 10 might be a limit for remote entry non-chip processing.” ADAM KAPLAN then instructed CC-1 to “[p]ull” an additional “5” (\$5,000) from a separate credit card in ADAM KAPLAN’s father’s name.³⁰

²⁹ CC-1 did not know whether ADAM KAPLAN had the authority to instruct CC-1 to charge that credit card because it was not in ADAM KAPLAN’s name, and CC-1 never asked ADAM KAPLAN’s father.

³⁰ Although CC-1 told ADAM KAPLAN that the charges were for “PB,” (additional illegal conduct) ADAM KAPLAN and CC-1 agreed that CC-1’s moving company would charge ADAM KAPLAN for moving expenses. When ADAM KAPLAN later learned that

109. After CC-1 charged approximately \$15,000 on two credit cards, ADAM KAPLAN instructed CC-1 to “hit” (charge) another credit card for “3” (\$3,000) – this credit card was in ADAM KAPLAN’s mother’s name.³¹

110. On September 19, 2023, CC-1 informed ADAM KAPLAN that CC-1 needed money. ADAM KAPLAN had previously instructed CC-1 to pay back victims, including Victim-10. ADAM KAPLAN informed CC-1 that, “You can also use the cc if you really need to.” According to CC-1, the “cc” was a credit card that CC-1 would charge as if CC-1 had performed moving services for ADAM KAPLAN or his family members even though he never provided those services in any capacity.

111. According to CC-1, ADAM KAPLAN instructed CC-1 to open an Intuit account for a business so that ADAM KAPLAN could use it to “run” (charge) credit cards. At ADAM KAPLAN’s instruction, CC-1 opened the account using a credit card in ADAM KAPLAN’s father’s name, which CC-1 received from ADAM KAPLAN. After the account was open, ADAM KAPLAN instructed CC-1 to charge \$3900 to the credit card in the name of ADAM KAPLAN’s father and use the name of Victim-13’s wife on a fake invoice that CC-1 created. After CC-1 ran the credit card, he went to a bank and took out cash; CC-1 then provided some of the cash to ADAM KAPLAN. Generally, when CC-1 provided ADAM KAPLAN funds, he did so either in cash (which ADAM KAPLAN and CC-1 called a “mula handoff” in texts) or through

“PB did not happen” (text September 21, 2023) and that CC-1 had lied about other money-related matters (September 26, 2023) ADAM KAPLAN reversed the credit card charges. On October 17, 2023, ADAM KAPLAN had reversed approximately \$18,000 of credit card charges.

³¹ CC-1 also did not know whether ADAM KAPLAN had the authority to instruct CC-1 to charge that credit card because it was not in ADAM KAPLAN’s name, and CC-1 never asked ADAM KAPLAN’s mother.

Apple Pay. I have reviewed many messages from ADAM KAPLAN to CC-1 where ADAM KAPLAN sent an emoji of an apple. According to CC-1, the apple emoji was code for ADAM KAPLAN requesting an Apple Pay payment.

112. Specifically, on February 23, 2024, CC-1 sent ADAM KAPLAN an image of Victim-13's wife's (Victim-15) name. That same day, CC-1 sent a screenshot of the \$3,900 ePayment, which, according to the screenshot, was going to be deposited into a Wells Fargo account. The invoice was to Victim-15. CC-1 also sent a second ePayment of \$1,100, invoiced to Victim-15 that same day. ADAM KAPLAN replied with a thumbs-up emoji. On February 26, 2024, CC-1 sent ADAM KAPLAN screenshotted updates for the invoices, showing the payments were to be deposited on February 28, 2024 and February 29, 2024. That same day (February 26, 2024), at ADAM KAPLAN's instruction, CC-1 sent another ePayment of \$10,000 for an invoice to Victim-15. ADAM KAPLAN responded, "Super. Call Soon." Shortly after, CC-1 followed up with, in part, "Apple sent". ADAM KAPLAN replied, "Got it". On March 3, 2024, CC-1 wrote, "I have a little cash on me actually. So when I see you this afternoon I will do a mula handoff!!!" None of these were legitimate transactions with Victim-13 or Victim-15.

113. When there was an issue with the payments in Victim-15's name, CC-1 instructed the service provider to call his "customer," but, with ADAM KAPLAN's knowledge, provided a phone number that ADAM KAPLAN would answer, even though the apparent customer was Victim-15. To be clear, Victim-15 was not a customer of CC-1. On February 29, 2024, CC-1 texted ADAM KAPLAN, "I checked the message center and it said they will contact me after they contact my customer. I can only hope they call you before the days up". ADAM KAPLAN responded, "Noted that they will contact you after the customer. No call into here as of

yet. I will have the ringer on loud tomorrow all day.” Shortly thereafter, however, CC-1’s account was deactivated for suspicious activity from the service provider.

114. After the service provider deactivated the account, CC-1, at ADAM KAPLAN’s instruction, activated an account on a separate service provider. On March 3, 2024, CC-1 provided a screenshot to ADAM KAPLAN that a \$250 invoice was being processed on the new service provider. ADAM KAPLAN responded, “Since you know the 250 will hit in a day or two, ☞ over 125 now? Or wait till it hits? Up to you and if you have the availability. Thx. Better for me sooner / all good!!” According to CC-1, ADAM KAPLAN was requesting a \$125 payment on Apple Pay. In part, CC-1 told ADAM KAPLAN, “I have a little cash on me actually. So when I see you this afternoon I will do a mula handoff!!!”

115. ADAM KAPLAN and CC-1 continued to use credit cards in the name of ADAM KAPLAN’s mother and father to pull cash for ADAM KAPLAN and CC-1’s use. For example, on March 29, 2024, CC-1 sent ADAM KAPLAN a screenshot showing ADAM KAPLAN’s father as the “customer” who paid CC-1 \$5,000. That same day, ADAM KAPLAN sent photographs by text to CC-1 of the front and back of a credit card in ADAM KAPLAN’s father’s name. CC-1 responded showing that CC-1’s company invoiced \$5,000 to ADAM KAPLAN’s father. ADAM KAPLAN stated that, at that point, \$15,000 had been run on those credit cards, and another \$8,000 would be available on Monday for Victim-13: “Bingo! Amazing that the next 5K worked totaling 15K on that card so far & now at least 8K should become available for [Victim-13] on Monday.” ADAM KAPLAN knew at that point that CC-1’s moving company was not providing any services to him or his parents. Instead, ADAM KAPLAN and CC-1 were lying to credit card companies to facilitate money from ADAM KAPLAN’s parents to ADAM KAPLAN’s victims. On March 30, 2024, ADAM KAPLAN sent CC-1 another photograph (front

and back) of a credit card in ADAM KAPLAN's father's name. ADAM KAPLAN stated, "Yes we can do the other cc too. See below. Only 5K on this one so as to bring the pile to 13K."

116. Based on subpoenaed records, between March 26, 2024 and April 17, 2024, CC-1, at ADAM KAPLAN's direction, charged \$25,000 to ADAM KAPLAN's father's credit card. On May 7, 2024, ADAM KAPLAN's father called the credit card company and disputed the charges. I have been provided the audio from that call and have reviewed it. ADAM KAPLAN's father is clear on the call that he did not authorize any of the charges, he did not move or incur any moving expenses, nor did any member of his family. When asked on the call if any family member might be using his credit card, ADAM KAPLAN's father responded no because no children were living at home with him.

117. After ADAM KAPLAN's father disputed the charges, CC-1 was forced to return the money to the credit card company. However, the credit card company was not completely reimbursed and ultimately lost \$1,000. The credit card company has submitted a statement of loss to me.³²

118. According to CC-1, ADAM KAPLAN asked CC-1 to create a fake invoice from CC-1's moving company so that if the credit card companies questioned the transaction, ADAM KAPLAN and CC-1 would have proof that the fraudulent transactions were legitimate. CC-1 provided me with a fake "moving estimate" from his company from around this period for approximately \$26,000, purportedly assisting ADAM KAPLAN's father (whose name was on the

³² During this period, ADAM KAPLAN regularly texted CC-1 during this period that his father, whose name was on the credit cards, was in the hospital. For example, on March 30, 2024, CC-1 wrote: "Did dad get home" ADAM KAPLAN responded in part: "Next week[...]"

used credit cards) moving items from his home address to a storage facility. CC-1 did not actually provide any moving services for ADAM KAPLAN or ADAM KAPLAN's father. However, it appears that CC-1 was never asked for proof of services and so never provided the fake moving estimate to any third party.

119. According to CC-1, in or around April 2024, CC-1 learned that Wells Fargo closed CC-1's account that ADAM KAPLAN had been using to store funds received from the credit cards in others' names that ADAM KAPLAN had run through CC-1's moving company business. On April 3, 2024, ADAM KAPLAN texted, "Next step switch the account# on Intuit to a bogus acct# !" On April 4, 2024, ADAM KAPLAN texted CC-1, "In the meantime, there are only two tasks that I can think of for today which is (1) To ask [Victim-14] those 4 questions above, &, (2) Switch the acct# on Intuit to bullshit... which will then free up extra space - and assuming that Stripe arrives on Friday, you'll for sure want that space for there!"³³ According to CC-1, ADAM KAPLAN instructed CC-1 that because the Wells Fargo account was closed, ADAM KAPLAN could dispute the previous charges on the credit cards, but the service providers would have no bank account to turn to in order to collect their money from. According to CC-1, CC-1 refused to allow ADAM KAPLAN to dispute the charges because CC-1 would be liable for the funds, which happened on a previous occasion.

³³ According to CC-1, ADAM KAPLAN asked CC-1 to speak to Victim-14 because ADAM KAPLAN owed Victim-14 money, Victim-14 was complaining, and ADAM KAPLAN feared that Victim-14 would speak to law enforcement agents. ADAM KAPLAN instructed CC-1 to delay giving Victim-14 any reasonable answer to Victim-14's questions. For example, ADAM KAPLAN texted CC-1, in part, "Keep talking [Victim-14] down and around." And "Slow walk [Victim-14] with questions. [Victim-14's] answers do not suffice."

120. On April 9, 2024, ADAM KAPLAN again sent CC-1 photographs (front and back) of a credit card in ADAM KAPLAN's father's name. ADAM KAPLAN instructed CC-1 to "run 1,500" off the credit card and to send the money to ADAM KAPLAN. ADAM KAPLAN then provided the zip code for the card, and instructed CC-1 to raise the amount to \$2,000.

d. ATTEMPTED BRIBERY OF LAW ENFORCEMENT

121. Following indictment and arrest, ADAM KAPLAN continued to attempt to bribe law enforcement officers, including "Chief". For example, on September 12, 2023, ADAM KAPLAN texted CC-1, "Hope it's going well over there. Going well here." CC-1 responded, "It's going great here. He took the envelope." According to CC-1, "He" was "Chief", and CC-1 had told ADAM KAPLAN that CC-1 was providing a bribe (cash in an envelope) to Chief so that Chief would dismiss the indictment against ADAM KAPLAN and DANIEL KAPLAN. ADAM KAPLAN responded, "Gooooood". However, according to CC-1, in October 2023, CC-1 admitted to ADAM KAPLAN that CC-1 did not have the connections to dismiss the KAPLAN indictment.

e. DISREGARDING COURT ORDERS TO REFRAIN FROM EMPLOYMENT PERTAINING TO INVESTMENT ADVISEMENT

122. Shortly after the KAPLANS were charged by the SEC, ADAM KAPLAN engaged CC-1 to create a new website and firm for the KAPLANS to continue providing financial advice, "K Twins Advisors". CC-1 hired a firm (the "Software Firm") to create a website for the KAPLANS. On May 22, 2023, CC-1 informed ADAM KAPLAN that the website would be live "today".

123. Even after indictment, CC-1 continued working on the "K Twins Advisors" website for ADAM KAPLAN and DANIEL KAPLAN.

124. On January 23, 2024, CC-1 and ADAM KAPLAN discussed ADAM KAPLAN's financial services website. CC-1 sent ADAM KAPLAN a posted YouTube video for "K Twin Advisors LLC". ADAM KAPLAN responded, "The YouTube looks great". CC-1 also sent screenshots of CC-1's computer, showing the active website, "ktwinadvisorsllc.com". Despite the Court Order that the defendants refrain from employment pertaining to investment advisement, the website discussed providing financial services, stating, in part, "We are experts at finding high-return investment opportunities with low risks." According to the website, the (unnamed) owners of K Twin Advisors had "unique expertise" in "financial consulting." The website stated, "K Twin Advisors is a dynamic financial consulting firm that goes beyond traditional investment strategies. Based in Brooklyn, NY and with a wealth of experience as former financial advisors for industry giants, our team of twins is dedicated to delivering outside-of-the-box independent investments tailored to your business's growth and success." ADAM KAPLAN responded, "It's really excellent". The phone number listed on the website was CC-1's phone number.

125. ADAM KAPLAN also paid CC-1 to "block" (or lower in search results) articles about the KAPLANS charges by the SEC and USAO-EDNY so that when individuals searched for the KAPLANS, they would not see any indication that they had been charged. CC-1 consistently texted ADAM KAPLAN about the progress of blocking these articles. For example, on October 12, 2023, after indictment, CC-1 texted ADAM KAPLAN, "We are soooo close to making you semi invisible". ADAM KAPLAN responded "That's the dream."

126. ADAM KAPLAN also created and/or had others post or create several websites and articles about him since getting indicted in an attempt to hide any search results about the USAO-EDNY or SEC investigations and charges. These ADAM KAPLAN-created websites

and articles/press releases are all available on the internet even today. For example, as recently as August 13, 2024, ADAM KAPLAN had a press release posted about a “memorable appearance” that he made on the Katie Couric show. Not mentioned in the recently posted press release is that the appearance was made over a decade ago, in February 2013, and that the Katie Couric show was a two-season talk show that ended in approximately 2014. According to CC-1, ADAM KAPLAN asked CC-1 to remove the “negative” search results because those results made it more difficult for ADAM KAPLAN to solicit funds from potential victims. It is clear that ADAM KAPLAN is having these articles and press releases posted to hide any public information about his indictment so that he can continue defrauding individuals.³⁴

f. CONTINUED EFFORTS TO CONCEAL AND POSSIBLY FLEE

127. As discussed above, before indictment, according to CC-1, ADAM KAPLAN used a burner phone provided by CC-1 to evade detection by law enforcement. That conduct continued well after indictment. Even when using burner phones, or communicating with victims through CC-1, ADAM KAPLAN routinely chastised CC-1 for using any references to ADAM KAPLAN by text.

128. On December 17, 2023, CC-1 wrote ADAM KAPLAN, in part, “Hey Adam.” ADAM KAPLAN responded, in part, “And please use ‘name’ as little as you can by SMS (see above Hey ____).” According to CC-1, ADAM KAPLAN wanted to keep his identity hidden

³⁴ Against this Court’s direct orders, DANIEL KAPLAN also has websites, including “danielkaplanconsulting.com,” where he offers financial consulting advice. DANIEL KAPLAN is also mentioned in the press releases that have been posted solely for the purpose of hiding information about DANIEL KAPLAN’s indictment from the public. DANIEL KAPLAN also, on at least one occasion, received funds from CC-1 at ADAM KAPLAN’s direction. And, after indictment, I am aware that DANIEL KAPLAN spoke to at least one victim, including about financial services.

because he was communicating with CC-1 about committing crimes, including fraud. CC-1 responded, “From now on it’s Hawkeye!!!” ADAM KAPLAN responded, in part, “Hawkeye - cool!”

129. On December 24, 2023, after CC-1 used the name, “Adam” again in a text message, ADAM KAPLAN responded, in part, “Please leave name of texts.” ADAM KAPLAN later corrected “of” to “off”.

130. On December 27, 2023, CC-1 wrote, “Nothing came in Adam. Did you get an update?” ADAM KAPLAN responded, “No names by text!!!!”

131. On January 1, 2024, CC-1 again used the name, “Adam” in a text. ADAM KAPLAN responded, “No name by text por favor.”

132. On January 12, 2024, ADAM KAPLAN and CC-1 stopped texting through the 3046 Burner Phone, and ADAM KAPLAN began using a phone number ending in 2879 (the “2879 Burner Phone”). According to CC-1 (and corroborated by subpoenaed records) the 2879 Burner Phone was subscribed to by CC-1. In the first message from ADAM KAPLAN to CC-1, ADAM KAPLAN wrote, “☺ = Only You & Nameless*”. CC-1 responded with an image of the 2879 Burner Phone’s full number saved in CC-1’s contacts as “Bat Line”.

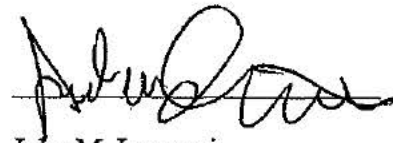
133. ADAM KAPLAN routinely instructed CC-1 to speak to ADAM KAPLAN’s victims but not use ADAM KAPLAN’s name. For example, ADAM KAPLAN instructed CC-1 to call a victim. ADAM KAPLAN provided CC-1 with a phone number, and said, “After you call her lmk how it goes” CC-1 responded, “Left vm [voicemail]”. And ADAM KAPLAN responded, “Thanks. You didn’t say my name. Correct?” According to CC-1, ADAM KAPLAN tried to distance himself from any victims, plugging CC-1 in as the individual that owed the victims money. According to CC-1, ADAM KAPLAN attempted to accomplish this by having

CC-1 tell victims that CC-1 owed ADAM KAPLAN money, so CC-1 assumed ADAM KAPLAN's debt to the victim. According to CC-1, CC-1 followed ADAM KAPLAN's plan because ADAM KAPLAN appeared to be wealthy, and ADAM KAPLAN promised CC-1 that he would provide CC-1 funds for doing so.

134. Moreover, according to CC-1, many years ago, CC-1 lived in Costa Rica when he was avoiding detection by law enforcement. According to CC-1, CC-1 had previously relayed that information to ADAM KAPLAN. According to CC-1, just recently, including in August 2024, ADAM KAPLAN asked CC-1 what it was like to live in Costa Rica and how CC-1 made money in Costa Rica. Prior to that conversation, ADAM KAPLAN told CC-1 that ADAM KAPLAN will need to travel "south" and then "even further south".

WHEREFORE, your deponent respectfully requests that an arrest warrant be issued for the defendant ADAM KAPLAN, so that he may be dealt with according to law.

Because disclosure of the contents of this Affidavit would jeopardize an ongoing investigation and threaten the safety of witnesses, it is further requested that this Affidavit and the Arrest Warrant be filed under seal and remain under seal until further order of the Court.



John M. Iannuzzi
Special Agent
Federal Bureau of Investigation

Sworn to before me this 9th
day of September, 2024

/s/ Joan M. Azrack

THE HONORABLE JOAN M. AZRACK
UNITED STATES DISTRICT JUDGE
EASTERN DISTRICT OF NEW YORK

EXHIBIT 1

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK

/s/JMW

United States of America

Case No. 2:23-CR-00293 (GRB)(JMW)

v. ADAM KAPLAN, DefendantFILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

ORDER SETTING CONDITIONS OF RELEASE AND APPEARANCE BOND JUL 25 2023 ★

RELEASE ORDER

LONG ISLAND OFFICE

It is hereby ORDERED that the above-named defendant be released subject to the Conditions of Release below and: EC

- () On Personal Recognizance on the defendant's promise to appear at all scheduled proceedings as required, or
 (X) Upon Bond executed by the defendant in the amount of \$2.5 million dollars which shall be
 () unsecured; (X) cosigned by the financially responsible sureties identified on this bond;
 (X) secured by Collateral set forth on the Appearance Bond Supplement.

CONDITIONS OF RELEASE

IT IS ORDERED that the defendant's release is subject to the following conditions, which the Court finds are the least restrictive conditions necessary to reasonably assure the appearance of the defendant as required and the safety of any other person and the community:

- (1) The defendant must appear in court as required and surrender as directed for service of any sentence imposed.
 (2) The defendant must not commit a federal, state or local crime while on release.
 (3) The defendant must cooperate in the collection of DNA sample if it is authorized by 34 U.S.C. § 40702.
 (4) The defendant must advise the Court in writing before making any change in residence or telephone number.
 (5) The defendant must not possess a firearm, destructive device or other dangerous weapon.
 (6) The defendant must not use or unlawfully possess a narcotic drug or other controlled substances defined in 21 U.S.C. § 802, unless prescribed by a licensed medical practitioner. Marijuana is still prohibited under federal law.
 (7) As marked below, the defendant must also:
- (X) (a) submit to pretrial supervision and report to Pretrial Services as directed. The defendant is subject to random home contacts and verification of employment as deemed appropriate to monitor compliance with the conditions of release. The defendant shall notify Pretrial Services as soon as possible of any arrests.
- () (b) () continue or actively seek employment. () continue or start an education and/or vocational program.
- (X) (c) surrender any passport to Pretrial Services by 7/26/23 and not obtain a passport or any international travel document.
- (X) (d) not leave the following areas except for travel to and from court: (X) New York City; (X) Long Island; () New York State; () New Jersey; () Continental United States; () as approved by Pretrial Services; (X) other: EDNY + SDNY
- (X) (e) not have any contact with the following individual(s), location or entity: victims or witnesses
- () (f) maintain residence at: _____ or at a location approved by Pretrial Services.
- () (g) undergo testing, evaluation and/or treatment for substance abuse as directed by Pretrial Services.
- () (h) undergo evaluation and treatment for mental health problems, as directed by Pretrial Services.
- () (i) be subject to the following component of location monitoring, with technology as determined by Pretrial Services:
- () (i) Curfew – restricted to residence () daily from _____ to _____; or () as directed by Pretrial Services.
- () (ii) Home Detention – restricted to residence at all times, except for court appearances, court-ordered obligations, attorney visits, religious services, medical appointments, employment, education, substance abuse/mental health services and other activities approved in advance by Pretrial Services. Additionally, the Court permits: _____
- () (iii) Home Incarceration – 24-hour lock-down at residence, except for medical necessities, court appearances, and any other activities ordered by the Court.
- () (iv) Stand Alone Monitoring – no residential restrictions; this condition will be used in conjunction with global positioning system (GPS) technology.
- () (j) pay all or part of cost of location monitoring, based on ability to pay as determined by Pretrial Services.
- (X) (k) Refrain from employment pertaining to investment advisement.

APPEARANCE BOND

I, the undersigned defendant, and each surety who signs the bond, acknowledge that I have read this Order Setting Conditions of Release and Appearance Bond and have either read all the other conditions of release or have had those conditions explained to me. (If the bond is secured by collateral, complete Appearance Bond Supplement.)

/s/JMW

, Surety

Address

Date

RELEASE OF THE BOND

This appearance bond may be terminated at any time by the Court. This bond will be satisfied, and the collateral will be released when either: (1) the defendant is found not guilty on all charges, or (2) the defendant reports to serve a sentence.

FORFEITURE OF THE BOND

If the defendant does not comply with the conditions set forth in this Order Setting Conditions of Release and Appearance Bond, this appearance bond may be forfeited and the Court may immediately order the amount of the bond and any collateral to be surrendered to the United States. At the request of the United States, the Court may order a judgment of forfeiture against the defendant and each surety for the entire amount of the bond, including interest and costs.

ADVICE OF PENALTIES AND SANCTIONS**TO THE DEFENDANT – YOU ARE ADVISED OF THE FOLLOWING PENALTIES AND SANCTIONS:**

- Violating any of the foregoing conditions of release may result in the immediate issuance of a warrant for your arrest, a revocation of your release, an order of detention, a forfeiture of any bond, and a prosecution for contempt of court and could result in imprisonment, a fine, or both.
- While on release, if you commit a federal felony offense, the punishment is an additional prison term of not more than ten years, and for a federal misdemeanor offense, the punishment is an additional prison term of not more than one year. This sentence will be consecutive to (*i.e.*, must follow) any other sentence you receive.
- It is a crime punishable by up to ten years in prison, and a \$250,000 fine, or both, to: obstruct a criminal investigation; tamper with a witness, victim, or informant; retaliate or attempt to retaliate against a witness, victim, or informant; or intimidate or attempt to intimidate a witness, victim, juror, informant, or officer of the Court. The penalties for tampering, retaliation, or intimidation are significantly more serious if they involve a killing or attempted killing.
- If, after release, you knowingly fail to appear as the conditions of release require, or to surrender to serve a sentence, you may be prosecuted for failing to appear or surrender and additional punishment may be imposed. If you are convicted of:
 - (1) an offense punishable by death, life imprisonment, or imprisonment for a term of fifteen years or more – you will be fined not more than \$250,000 or imprisoned for not more than 10 years, or both;
 - (2) an offense punishable by imprisonment for a term of five years or more, but less than fifteen years – you will be fined not more than \$250,000 or more than \$250,000 or imprisoned for not more than five years, or both;
 - (3) any other felony – you will be fined not more than \$250,000 or imprisoned not more than two years, or both;
 - (4) a misdemeanor – you will be fined not more than \$100,000 or imprisoned not more than one year, or both.
- A term of imprisonment imposed for failure to appear or surrender will be consecutive to any other sentence you receive. In addition, a failure to appear or surrender may result in the forfeiture of any bond posted.

ACKNOWLEDGMENT OF THE DEFENDANT

I acknowledge that I am the defendant in this case and that I am aware of the conditions of release. I promise to obey all conditions of release, to appear as directed, and surrender to serve any sentence imposed. I am aware of the penalties and sanctions set forth above.

Defendant's Signature Adam Kaplan

Release of the Defendant is hereby ordered on

Date

/s/ James M. Wicks

Judicial Officer's Signature James M. Wicks

Docket No. 2:23-cr-00293 (GRB)(JMW)PAGE 3 OF 3

Appearance Bond Supplement

Defendant: Adam KaplanAmount of Bond: \$2.5 million dollars

The following surety or sureties, which may include the defendant, acknowledge that they have read the Order Setting Conditions of Release and Appearance Bond or had these conditions explained to them. They further acknowledge that they, jointly and severally, are bound to pay the United States of America the sum of the amount of the bond as set forth in that Order. Their obligation shall be secured by their interest in the following Collateral:

- ☐ Cash deposited in the Registry of the Court in the sum of \$ _____ ;
- ☒ Property (premises, securities, bonds or other asset) identified below;
- ☐ For any premises, the surety agrees to execute a confession of judgment, mortgage or lien in form approved by the U.S. Attorney's Office, to be duly filed with the proper local or state authorities on or before _____ .
- ☐ For any securities, bonds or other assets, the surety agrees to have the property restrained.

Each owner of the Collateral agrees not to sell the property, allow further claims or encumbrances to be made against it, or do anything to reduce its value while the Appearance Bond is in effect.

Signature	Address	Date	Acknowledged Before
[Redacted]	[Redacted]	[Redacted]	/s/JMW USMJ
[Redacted]	[Redacted]	[Redacted]	/s/JMW USMJ
_____, Surety	_____	_____	USMJ
_____, Surety	_____	_____	USMJ
_____, Surety	_____	_____	USMJ
_____, Surety	_____	_____	USMJ

Signed and Acknowledged by all
the above sureties before me on

July 25, 2023

/s/ James M. Wicks

, USMJ.

The bond shall be secured by the interest of the surety in the following property or properties:

Property located at:

Owned by:

Property located at:

Owned by:

Property located at:

Owned by: